



**CLARKSVILLE CITY COUNCIL  
REGULAR SESSION  
MAY 7, 2020, 7:00 P.M.**

**AGENDA**

**IN AN EFFORT TO FACILITATE THE RESPONSE TO CORONAVIRUS DISEASE 2019 (COVID-19), THIS MEETING WILL BE CONDUCTED VIA GOOGLE MEETS AND LIVE STREAMED ON CITYOFCLARKSVILLE.COM. AN AUDIO/VIDEO RECORDING OF THE PROCEEDINGS WILL BE MADE AVAILABLE TO THE PUBLIC WITHIN 48 HOURS. MEMBERS OF THE PUBLIC ARE, BY LAW, ALLOWED TO ATTEND MEETINGS OF THE CLARKSVILLE CITY COUNCIL BUT ARE STRONGLY DISCOURAGED TO DO SO AT THIS TIME.**

- 1) CALL TO ORDER
- 2) PRAYER *Councilman Jeff Burkhart*
- 3) ATTENDANCE
- 4) MOTION TO APPROVE ELECTRONIC MEETING

*“In order to comply with the technical aspects of the Governor’s Executive Order regarding holding open meetings in a forum other than in the open and in public, this governing body determines that meeting electronically is necessary to protect the health, safety, and welfare of its citizens due to the COVID-19 outbreak”*

5) ZONING PUBLIC HEARING *Councilman Richard Garrett*

1. **ORDINANCE 73-2019-20** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Claudelle B. Wootton Living Trust/William N. Wootton, Robert Mallory-Agent, for zone change on property located at the intersection of Warfield Boulevard and Rossvie Road from O-1 Office District to C-2 General Commercial District and R-2 Single Family Residential District *RPC: Approval/Approval*

FOR: *No requests.*

OPPOSE: *No requests.*

2. **ORDINANCE 74-2019-20** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Dan Johnson, Todd Morris-Agent, for zone change on property located at the intersection of Powell Road and Ellie Piper Circle from AG Agricultural District to R-1 Single Family Residential District *RPC: Approval/Approval*

FOR: *No requests.*

OPPOSE: *Ralph Mackens, Pamela Klomfas*

3. **ORDINANCE 75-2019-20** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of William Peacher, Clear Sky-Agent, for zone change on property located at the intersection of Old Trenton Road, Atlantic Boulevard, West Drive and Nolen Road from R-1 Single Family Residential District to R-5 Residential District *RPC: Approval/Approval*

FOR: *No requests.*

OPPOSE: *No requests.*

4. **ORDINANCE 76-2019-20** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Reda Home Builders, Inc. for zone change on property located at the intersection of Providence Boulevard and Shelby Street from R-3 Three Family Residential District to C-2 General Commercial District *RPC: Approval/Approval*

FOR: *No requests.*

OPPOSE: *No requests.*

5. **ORDINANCE 77-2019-20** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Welch/Kimbrough, John Hadley-Agent, for zone change on property located at the intersection of Riverside Drive and Dean Drive from C-2 General Commercial District to C-5 Highway & Arterial Commercial District *RPC: Disapproval/Approval*

FOR: *John Hadley*

OPPOSE: *No requests.*

6) **CONSENT AGENDA** *City Clerk*

*All items in this portion of the agenda are considered to be routine and non-controversial by the Council and may be approved by one motion; however, a member of the Council may request that an item be removed for separate consideration under the appropriate committee report:*

1. **ORDINANCE 64-2019-20** (Second Reading) Amending the City Zoning Ordinance as it pertains to Historic Overlay District and the appeals process contained therein

2. **RESOLUTION 61-2019-20** Approving a Certificate of Compliance for retail liquor sales at Favorite Liquors (2580-B Madison Street) *CPD: No Criminal History*

3. Adoption of Minutes March 31, April 2, April 7, April 14, April 21

7) **FINANCE COMMITTEE** *Chairman Jeff Burkhart*

1. **ORDINANCE 72-2019-20** (First Reading) Approving a contract authorizing entry and construction between Bristol Ridge Apartments, LLC/William L. Belew, Jr., and the City of Clarksville *(Finance Committee: Approval)*

2. **RESOLUTION 57-2019-20** Initial resolution to refinance \$48 million Tennessee Municipal Bond Fund loans *(Finance Committee: Approval)*

3. **RESOLUTION 60-2019-20** Authorizing an interlocal agreement between the Tennessee Department of Health and the City of Clarksville (Police Department) relative to sharing of limited personal health information *(Finance Committee: Approval)*

8) **GAS & WATER COMMITTEE** *Chairlady Valerie Guzman*

1. Department Report

9) HOUSING & COMMUNITY DEVELOPMENT COMMITTEE  
*Chairman David Allen*

1. Department Report

10) PARKS & RECREATION COMMITTEE *Chairlady Valerie Guzman*

1. Department Report

11) PUBLIC SAFETY COMMITTEE *Chairman Jeff Henley*

1. Department Reports

12) STREETS & GARAGE COMMITTEE *Chairman Tim Chandler*

1. Department Reports

13) TRANSPORTATION COMMITTEE *Chairlady Wanda Smith*

1. Department Reports

14) NEW BUSINESS

1. Motion to Rescind previous Motion to Postpone Indefinitely **ORDINANCE 67-2019-20** *Councilman Garrett*

2. Motion to Postpone Indefinitely **ORDINANCE 67-2019-20** (only to be voted on if Motion to Rescind is approved) *Councilman Garrett*

3. **ORDINANCE 67-2019-20** (First Reading; only to be voted on if the Motion to Postpone Indefinitely fails) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Belleglade, LLC, Lewis Whitley-Contact, for zone change on property located at the intersection of Fort Campbell Boulevard and Wallace Boulevard  
*Councilman Garrett*

4. **RESOLUTION 54-2019-20** (Postponed April 21st) Authorizing an interlocal agreement between Clarksville-Montgomery County 911 Emergency Communications District the City of Clarksville (Clarksville Police Department and Clarksville Fire Rescue) *Mayor Pitts [this resolution was replaced by RESOLUTION 60-2019-20]*

5. **RESOLUTION 59-2019-20** Ratifying the Mayor's appointment of the Chief of Police *Mayor Pitts*

6. **RESOLUTION 62-2019-20** Approving appointment of Director of Internal Audit *Mayor Pitts*

7a. Approval to consider **RESOLUTION 63-2019-20** ( $\frac{3}{4}$  majority approval required) *Mayor Pitts*

7b. **RESOLUTION 63-2019-20** Approving appointments to Board of Equalization *Mayor Pitts*

*Syd Hedrick (replace Gary Harmon-term expired), Richard Swift (reappointment)  
- May 2020 through April 2022*

15) MAYOR AND COUNCIL MEMBER COMMENTS

16) ADJOURNMENT

ORDINANCE 73-2019-20

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF CLAUDELLE B. WOOTTON LIVING TRUST/WILLIAM N. WOOTTON, ROBERT MALLORY-AGENT, FOR ZONE CHANGE ON PROPERTY LOCATED AT THE INTERSECTION OF WARFIELD BOULEVARD AND ROSSVIEW ROAD

*BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLARKSVILLE, TENNESSEE:*

That the Zoning Ordinance and Map of the City of Clarksville, Tennessee are hereby amended by designating the zone classification of the property described in Exhibit A, currently zoned O-1 Office District, as C-2 General Commercial District and R-2 Single Family Residential District.

*PUBLIC HEARING:*

*FIRST READING:*

*SECOND READING:*

*EFFECTIVE DATE:*

EXHIBIT A

O-1 to C-2

Beginning at an existing iron pin in the Eastern margin of the Warfield Blvd & North margin of Rossvie Road, said pin being North 72 degrees 46 minutes 37 seconds East 194.21 feet from centerline of said intersection; thence Continuing along the margin of Warfield Blvd North 04 degrees 44 minutes 28 seconds East a distance of 495.05 feet to an existing concrete monument; thence North 16 degrees 17 minutes 53 seconds East a distance of 30.01 feet to an existing iron pin; thence North 14 degrees 37 minutes 31 seconds East a distance of 503.59 feet to an existing concrete monument; thence North 19 degrees 52 minutes 11 seconds East a distance of 697.78 feet to an iron pin new; thence North 09 degrees 41 minutes 39 seconds East a distance of 364.11 feet to an existing iron pin; thence leaving the margin of Warfield Blvd running along Jesse Burney Family Partners property North 88 degrees 48 minutes 40 seconds East a distance of 427.84 feet to an existing iron pin; thence running along the line of Virginia Hills subdivision section 1 (PB 13, Pg 36A) South 14 degrees 58 minutes 31 seconds East a distance of 446.51 feet to the point of R-2 rezone request. Thence following the R-2 request South 74 Degrees 43 Minutes 19 Second West 68.78 feet; thence South 24 Degrees 28 Minutes 33 Seconds West 159.72 feet; thence South 01 Degrees 51 Minutes 37 Seconds West 104.83 feet.

Thence South 87 Degrees 51 Minutes 06 Seconds East 169.94 feet to the end of the R-2 rezone request; thence Continuing along Virginia Hills subdivision section 1 (PB 13, Pg 36A) South 02 degrees 08 minutes 54 seconds West a distance of 176.68 feet to an existing iron pin; thence Continuing South 02 degrees 09 minutes 18 seconds West a distance of 395.45 feet to an existing iron pin; thence running along James Langford property South 87 degrees 16 minutes 39 seconds West a distance of 401.03 feet to an existing iron pin; thence South 07 degrees 12 minutes 27 seconds East a distance of 191.85 feet to an existing iron pin; thence South 07 degrees 10 minutes 13 seconds East a distance of 30.46 feet to an existing iron pin; thence South 87 degrees 18 minutes 32 seconds West a distance of 304.47 feet to an existing iron pin; thence South 14 degrees 32 minutes 22 seconds West a distance of 607.61 feet to an existing iron pin; thence along the margin of Rossvie Road North 88 degrees 50 minutes 25 seconds West a distance of 83.51 feet to an iron pin new; thence along the margin of Rossvie Road North 54 degrees 16 minutes 12 seconds West a distance of 144.89 feet to the point of beginning having an area of 26.56

#### O-1 to R-2

Beginning at an existing iron pin and the North-West corner of Bristol court right of way; thence following the end of rights of way and Virginia Hills subdivision South 02 Degrees 08 Minutes 54 Seconds West 129.83 feet; thence following the O-1 to C-2 zone request line North 87 Degrees 51 Minutes 06 Seconds West 169.94 feet; Thence North 01 Degree 51 Minutes 37 Seconds East 104.83 feet; Thence North 24 Degrees 28 Minutes 33 Seconds East 159.72 feet; Thence North 74 Degrees 43 Minutes 19 Seconds East 68.78 feet; Thence following the Virginia Hills subdivision South 14 Degrees 58 Minutes 31 Seconds East 150 feet to the point of beginning having an area of 0.85 Acres

ORDINANCE 74-2019-20

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF DAN JOHNSON, TODD MORRIS-AGENT, FOR ZONE CHANGE ON PROPERTY LOCATED AT THE INTERSECTION OF POWELL ROAD AND ELLIE PIPER CIRCLE

*BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLARKSVILLE, TENNESSEE:*

That the Zoning Ordinance and Map of the City of Clarksville, Tennessee are hereby amended by designating the zone classification of the property described in Exhibit A, currently zoned AG Agricultural District, as R-1 Single Family Residential District.

*PUBLIC HEARING:*

*FIRST READING:*

*SECOND READING:*

*EFFECTIVE DATE:*

EXHIBIT A

Beginning at a point in the west right of way of Powell Road, lying in the east boundary line of the Rachel Johnson property as recorded in ORV 1032, Page 967 ROMCT and the north corner of herein described tract. Said point of beginning lying South 18 degrees 54 minutes 59 seconds West for 580.53 feet from the intersection of the centerlines of Powell Road and Ellie Piper Circle; Thence along Powell Road for the next three calls: South 15 degrees 57 minutes 10 seconds West for 58.44 feet to a point; On a curve to the left having a radius of 150.00 feet, an arc length of 252.49 feet, a tangent of 167.90 feet, a delta of 96 degrees 26 minutes 39 seconds and a chord bearing of South 32 degrees 16 minutes 09 seconds East for 223.72 feet to a point; South 80 degrees 29 minutes 29 seconds East for 8.04 feet to a point, said point being the northwest corner of the Jeremiah Johnson property as recorded in ORV 1462, Page 1234 ROMCT, also being the northwest corner of herein described parcel; Thence leaving Powell Road, along the Johnson west line, South 07 degrees 35 minutes 54 seconds West for 1,323.24 to a point, said point lying in the north boundary line of the Dottie Mackens property as recorded in ORV 584, Page 679 ROMCT; Thence along Mackens north property line North 81 degrees 55 minutes 04 seconds West for 962.97 feet to a point, said point being the northwest corner of Mackens property, said point lying in the east boundary line of the John Ross property as recorded in ORV 1612, Page 652 ROMCT, also being the southwest corner of herein described parcel; Thence leaving Mackens property along Ross east property line North 08 degrees 26 minutes 19 seconds East for 527.30 feet to a point, said point being the south corner of the Jamie Johnson property as recorded in ORV 1790, Page 327 ROMCT, also being the west corner of herein described parcel; Thence leaving Ross property along Johnson south property line, North 46 degrees 11 minutes 36 seconds East for 1,302.07 feet to the point of beginning. Said tract-containing 23.84 +/- acres.



ORDINANCE 75-2019-20

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF WILLIAM PEACHER, CLEAR SKY-AGENT, FOR ZONE CHANGE ON PROPERTY LOCATED AT THE INTERSECTION OF OLD TRENTON ROAD, ATLANTIC BOULEVARD, WEST DRIVE, AND NOLEN ROAD

*BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLARKSVILLE, TENNESSEE:*

That the Zoning Ordinance and Map of the City of Clarksville, Tennessee are hereby amended by designating the zone classification of the property described in Exhibit A, currently zoned R-1 Single Family Residential District, as R-5 Residential District.

*PUBLIC HEARING:*

*FIRST READING:*

*SECOND READING:*

*EFFECTIVE DATE:*

EXHIBIT A

Beginning a point, said point being S 19° 05' E for a distance of 63 feet from the centerline intersection of Old Trenton Road and West Drive, said point being the eastern right of way of Old Trenton Road, said point also being the southwestern corner of the herein described parcel; Thence, along said Old Trenton Road right of way for the next 2 calls, N 03° 45' 00" E for a distance of 593.17 feet to a point on a line; Thence, N 04° 46' 54" E for a distance of 110.16 feet to a point on a line, said point being the south west corner of the ACI Investment group property as described in ORV 1922, page 2361, said point also being the north west corner of the herein described parcel; Thence, leaving said Old Trenton Road right of way and along said ACI Investment Group property, S 81° 44' 08" E for a distance of 387.94 feet to a point on a line, said point being the north west corner of the Hare LLC property as described in ORV 1232, page 1056, said point also being the north east corner of the herein described parcel; Thence, leaving said ACI Investment Group property and along said Hare LLC property for the next 2 calls, S 04° 00' 18" W for a distance of 185.39 feet to a point on a line, said point being the north west corner of the E F Leasing Inc. as described in ORV 641, page 496; Thence, along said E F Leasing Inc. property for the next 3 calls, S 04° 00' 18" W for a distance of 198.93 feet to a point on a line; Thence, S 04° 00' 19" W for a distance of 68.10 feet to a point on a line; Thence, S 04° 00' 18" W a distance of 395.62 feet to a point on a line, said point being located on the north right of way of Old Trenton Road, said point also being the south east corner of the herein described parcel; Thence, along said Old Trenton Road right of way, S 84° 16' 20" W for a distance of 24.25 feet to a point on a

line; Thence, continuing along said Old Trenton Road right of way, N 59° 50' 43" W for a distance of 403.08 feet to the point of beginning, said parcel containing 6.96 +/- acres.

ORDINANCE 76-2019-20

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF REDA HOME BUILDERS, INC., FOR ZONE CHANGE ON PROPERTY LOCATED AT THE INTERSECTION OF PROVIDENCE BOULEVARD AND SHELBY STREET

*BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLARKSVILLE, TENNESSEE:*

That the Zoning Ordinance and Map of the City of Clarksville, Tennessee are hereby amended by designating the zone classification of the property described in Exhibit A, currently zoned R-3 Three Family Residential District, as C-2 General Commercial District.

*PUBLIC HEARING:*

*FIRST READING:*

*SECOND READING:*

*EFFECTIVE DATE:*

EXHIBIT A

Beginning at a point, said point being 359 +/- feet from the centerline of the Providence Blvd. & Shelby St. intersection, said point further identified as the southeast corner of the Roger L. Williams property & also located in the western right of way margin of Shelby St. thence in a southerly direction 85 +/- feet with the western right of way margin of Shelby St. to a point, said point being in the existing zone line between the C-2 & R3 classifications, thence in a westerly direction 148 +/- feet with the aforementioned zone line to a point, said point being located in the eastern boundary of the MKP Partnership property, thence in a northerly direction 81 +/- feet with the eastern boundaries of the MKP Partnership properties to a point, said point being the southwest corner of the Roger L. Williams property, thence in a easterly direction 145 +/- feet with the southern boundary of the Williams property to the point of beginning, said herein described tract containing 0.27 +/- acre.

ORDINANCE 77-2019-20

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF WELCH/KIMBROUGH, JOHN HADLEY-AGENT, FOR ZONE CHANGE ON PROPERTY LOCATED AT THE INTERSECTION OF RIVERSIDE DRIVE AND DEAN DRIVE

*BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLARKSVILLE, TENNESSEE:*

That the Zoning Ordinance and Map of the City of Clarksville, Tennessee are hereby amended by designating the zone classification of the property described in Exhibit A, currently zoned C-2 General Commercial District, as C-5 Highway & Arterial Commercial District.

*PUBLIC HEARING:*

*FIRST READING:*

*SECOND READING:*

*EFFECTIVE DATE:*

EXHIBIT A

Beginning at point, said point being 115 +/- feet southwest of the centerline of the S. Riverside Dr. & Dean Dr. intersection, said point further identified as the southeast corner of the Legends Bank (Design Stone Expo, Inc.) property and also being located in the western right of way margin of S. Riverside Dr., thence in a southerly direction 107 +/- feet with the western right of way margin of S. Riverside Dr. to a point, said point being the northeast corner of the Ben Kimbrough property, thence in a westerly direction 238 +/- feet with the northern boundary of the Ben Kimbrough property to a point, said point being in the eastern boundary of the Cumberland River LLC property, thence in a northerly direction 128 +/- feet with the eastern boundary of the Cumberland River LLC property to a point, said point being on the eastern bank of the Cumberland River & the northern point of the Cumberland River LLC property, thence in a easterly direction 250 +/- feet with the northern boundary of the herein described tract & the southern boundary of the Legends Bank property to the point of beginning, said herein described tract containing 0.66 +/- acre (Currently identified as tax Map 79, Parcel 009.00)

ORDINANCE 64-2019-20

AN ORDINANCE AMENDING THE CITY ZONING ORDINANCE OF THE CITY OF CLARKSVILLE, TENNESSEE, AS IT PERTAINS TO SECTION 9.3, HISTORIC OVERLAY DISTRICT, AND THE APPEALS PROCESS CONTAINED THEREIN

*WHEREAS*, the Tennessee Historical Commission State Historic Preservation Office has provided professional guidance to the City of Clarksville and to the Clarksville-Montgomery Regional Planning Commission Staff regarding the appropriate legal process to appeal a decision of the Clarksville-Montgomery County Regional Historic Zoning Commission.

*NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLARKSVILLE, TENNESSEE,*

That the following amendment is hereby made to the Clarksville City Zoning Ordinance:

- 1) Chapter 9, "Overlay Districts," Section 9.3, "Historic Overlay District," is hereby amended by removing in its entirety all existing language in Subsection 18, "Appeals from Decision of the Regional Historic Zoning Commission" and replacing it with "Reserved."

<i>PUBLIC HEARING:</i>	March 5, 2020
<i>POSTPONED:</i>	March 5, 2020 to April 2, 2020
<i>FIRST READING:</i>	April 2, 2020
<i>SECOND READING:</i>	
<i>EFFECTIVE DATE:</i>	

RESOLUTION 61-2019-20

A RESOLUTION APPROVING A RETAIL LIQUOR STORE CERTIFICATE OF COMPLIANCE FOR OPERATION OF FAVORITE LIQUORS

*WHEREAS*, Ashok Bhagchand has applied for a Certificate of Compliance from the City of Clarksville according to regulations of the Tennessee Alcoholic Beverage Commission, for operation of Favorite Liquors, 2570-B Madison Street; and

*WHEREAS*, according to a local criminal history check, the applicant who are to be in actual charge of said business has not been convicted of a felony within a ten year period immediately preceding the date of the application and, if a corporation, that the executive officers, or those in control, have not been convicted of a felony within a ten year period immediately preceding the date of the application; and further that it is the undersigned's opinion that the applicant will not violate any provisions of *Tennessee Code Annotated, Title 57, Chapter 3*; and

*WHEREAS*, the applicant has secured a location which complies with all restrictions of the laws, ordinances, or resolutions; and

*WHEREAS*, the issuance of this license will not exceed the numerical limit established in City Code Sec. 2-205.

*NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLARKSVILLE, TENNESSEE:*

That the Clarksville City Council hereby approves a Certificate of Compliance for Ashok Bhagchand for operation of Favorite Liquors, Inc., 2570-B Madison Street, Clarksville, Tennessee.

*ADOPTED:*



**CLARKSVILLE CITY COUNCIL  
SPECIAL SESSION  
MARCH 31, 2020**

**MINUTES**

**IN AN EFFORT TO FACILITATE THE RESPONSE TO CORONAVIRUS DISEASE 2019 (COVID-19), THIS MEETING WAS CONDUCTED VIA GOOGLE MEETS FROM CITY COUNCIL CHAMBERS AND LIVE STREAMED ON CITYOFCLARKSVILLE.COM.**

**CALL TO ORDER**

A special session of the Clarksville City Council was called to order by Mayor Joe Pitts on Tuesday, March 31, 2020, at 6:00 p.m. This meeting was conducted via Google Meets from City Council Chambers, 106 Public Square, Clarksville, Tennessee.

A prayer was offered by Councilman Ron Erb.

**ATTENDANCE**

Members responded verbally to roll call and participation was recorded as follows:

**PARTICIPATING:** Richard Garrett (Ward 1), Vondell Richmond (Ward 2), Ron Erb (Ward 3), Tim Chandler (Ward 4), Valerie Guzman (Ward 5), Wanda Smith (Ward 6), Travis Holleman (Ward 7), David Allen, Mayor Pro Tem (Ward 8), Jeff Henley (Ward 9), Stacey Streetman (Ward 10), Gary Norris (Ward 11), Jeff Burkhart (Ward 12)

Mayor Joe Pitts, City Attorney Lance Baker, and City Clerk Sylvia Skinner, as well as SGT. Chuck Gill and representatives from the City Information Technology Department, were physically present in the Council Chambers. Several Department Heads were also connected to the meet.

## APPROVAL OF ELECTRONIC MEETING

MOTION: “In order to comply with the technical aspects of the Governor’s Executive Order regarding holding open meetings in a forum other than in the open and in public, this governing body determines that meeting electronically is necessary to protect the health, safety, and welfare of its citizens due to the COVID-19 outbreak.”

Councillady Streetman made a motion to approve conducting this meeting by electronic means. The motion was seconded by Councillady Guzman. A voice vote was taken; the motion passed without objection.

## MAYORAL EXECUTIVE ORDER #003

**RESOLUTION 51-2019-20** Approving Mayoral Executive Order No. 003 pertaining to the Novel Coronavirus and to prevent the spread of the COVID-19 disease

Councilman Erb made a motion to adopt this resolution. The motion was seconded by Councilman Burkhart.

Mayor Pitts said this order directs residents to shelter at home. He urged faith based gatherings to limit participation to ten people or less for the next seven days and discouraged church gatherings inside buildings.

City Attorney Lance Baker said Mayoral Executive Orders #001 and #002 were still in effect and extended through April 8 upon the adoption of this Order. He said this Order also incorporates the Tennessee Governor’s Executive Orders #17, #21, and #22. Mr. Baker said this Order establishes restrictions which go beyond the Governor’s Orders by directing residents to shelter at home except when engaging in essential activities. This Order stated that City Parks would remain open for individual activities, but playgrounds were closed. Organizations that served the homeless could continue operations as well as designated essential services with conditions. Restrictions on food services established by the previous orders remained in effect with no dine-in activities, only delivery or take out. Businesses offering essential services were encouraged to offer shopping hours for senior citizens only and to allow employees to work at home if possible. Businesses offering close contact services (i.e., nail and hair salons, barbers) were ordered to close to the public. Mr. Baker noted that employers were prohibited to require employees diagnosed with COVID-19 to work. The effective dates of this Order were 12:01 am April 1, 2020 through 12:01 am April 8, 2020.



In response to Councilman Richmond's question, Mr. Baker said local policing authority was granted by *Tennessee Code Annotated* and *City of Clarksville Charter and Code*. He said violations of this Order would be considered a Class A Misdemeanor for Failure To Comply with the Executive Order. Mayor Pitts said he was hoping for voluntary compliance. He said non-compliance could result in a civil citation or arrest for a Class A Misdemeanor.

Mr. Baker responded to Councilman Allen's question regarding the stay-at-home order saying residents may continue use of essential services including grocery stores and pharmacies.

In response to Councilman Allen's question, Mr. Baker restated that dine-in service in restaurants were prohibited. Mayor Pitts said the intent of the Order is to limit person-to-person contact to reduce the spread of the COVID-19 virus. He reminded members that the Governor's Executive Order also closed non-essential businesses.

Mr. Baker responded to Councilman Holleman stating that city parks were open but playgrounds were closed. If necessary, juveniles would be charged with disorderly conduct.

Following Councilwoman Smith's question, Mayor Pitts said faith-based organizations (church congregations) were strongly discouraged to gather in buildings and said groups of more than ten people would be prohibited. Mr. Baker said this Order did not address a curfew for the public, but the City Code curfew still applied to minors.

The following vote on the motion was recorded:

AYE: Allen, Burkhardt, Chandler, Erb, Garrett, Guzman, Henley, Holleman, Norris, Pitts, Richmond, Smith, Streetman

The motion to adopt this resolution unanimously passed.

ADJOURNMENT.

The meeting was adjourned at 6:50 p.m.



## **REGULAR SESSION APRIL 2, 2020**

### **MINUTES**

**IN AN EFFORT TO FACILITATE THE RESPONSE TO CORONAVIRUS DISEASE 2019 (COVID-19), THIS MEETING WAS CONDUCTED VIA GOOGLE MEETS AND LIVE STREAMED ON CITYOFCLARKSVILLE.COM.**

#### **CALL TO ORDER**

The regular session of the Clarksville City Council was called to order by Mayor Joe Pitts on Thursday, April 2, 2020, at 7:00 p.m. This meeting was conducted via Google Meets from City Council Chambers, 106 Public Square, Clarksville, Tennessee.

A prayer was offered by Councillady Wanda Smith.

#### **ATTENDANCE**

Members responded verbally to roll call and participation was recorded as follows:

**PARTICIPATING:** Richard Garrett ( Ward 1), Vondell Richmond (Ward 2), Ron Erb (Ward 3), Tim Chandler (Ward 4), Valerie Guzman (Ward 5), Wanda Smith (Ward 6), Travis Holleman (Ward 7), David Allen, Mayor Pro Tem (Ward 8), Jeff Henley (Ward 9), Stacey Streetman (Ward 10), Gary Norris (Ward 11), Jeff Burkhart (Ward 12)

Mayor Pitts thanked the staff of Information Technology for their assistance in facilitating the electronic meetings.

#### **APPROVAL OF ELECTRONIC MEETING**

**MOTION:** “In order to comply with the technical aspects of the Governor’s Executive Order regarding holding open meetings in a forum other than in the open and in public, this governing body determines that meeting electronically is necessary to protect the health, safety, and welfare of its citizens due to the COVID-19 outbreak.”

Councilman Norris made a motion to approve the electronic meeting. The motion was seconded by Councilman Burkhart. A voice vote was taken; the motion unanimously passed.

## PLANNING COMMISSION

**ORDINANCE 64-2019-20** (First Reading; Postponed March 5) Amending the City Zoning Ordinance as it pertains to Historic Overlay District and the appeals process contained therein

The public hearing for this amendment was held March 5, 2020. Councilman Garrett made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Henley. Councilwoman Smith said some applicants may not be able to afford an appeal if they are required to file in Chancery Court. In response to Councilman Henley's question, Mayor Pitts said applicants would appeal in Chancery Court and not to the City Council. Answering Councilman Allen's question, Mayor Pitts said state funding was issued to the Regional Planning Commission. There was no objection to recess to hear information from Regional Planning Commission Director Jeff Tyndall who said \$75,000 designated for historic downtown had been received since 2012. There was no objection to reverting to regular session. Councilman Norris noted these cases do not occur often and said he supports the designation of Certified Local Government which makes the City eligible for state benefits.

The following roll call vote was recorded:

AYE: Burkhart, Chandler, Erb, Garrett, Guzman, Henley, Holleman, Norris, Pitts, Richmond, Streetman

NAY: Allen, Smith

The motion to adopt this ordinance on first reading passed.

**ORDINANCE 69-2019-20** (First Reading; Postponed March 5) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Claudelle B. Wootton Living Trust/William N. Wootton, Robert Mallory-Agent, for zone change on property located at the intersection of Warfield Boulevard and Rossview Road from O-1 Office District to C-2 General Commercial District

The public hearing for this request was held March 5, 2020. Councilman Garrett made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Burkhart. Councilman Burkhart made a motion to refer this request back to the Regional Planning Commission for consideration of R-2 Single Family Residential District instead of C-2 General Commercial District. The motion was seconded by Councilman Chandler. Councilman Chandler supported reverting this request for consideration of the R-4 zone showing the City Council's willingness to address the concerns of all parties involved. Councilman Richmond noted the public would have an opportunity to attend the meetings at the Regional Planning Commission. In response to Councilman

Allen's question, Councilman Burkhardt said the applicant did support sending this request to the RPC for consideration of R-2 and noted that none of the parties involved wanted a street that would connect to Virginia Hills Subdivision.

The following roll call vote was recorded:

AYE: Allen, Burkhardt, Chandler, Erb, Garrett, Guzman, Henley, Holleman, Norris, Pitts, Richmond, Smith, Streetman

The motion to refer this request back to the Regional Planning Commission unanimously passed.

## CONSENT AGENDA

*All items in this portion of the agenda are considered to be routine and non-controversial by the Council and may be approved by one motion; however, a member of the Council may request that an item be removed for separate consideration under the appropriate committee report:*

1. **ORDINANCE 62-2019-20** (Second Reading) Authorizing extension of utility services to 255 Harper Road; request of Karen McKay
2. **ORDINANCE 63-2019-20** (Second Reading) Amending the Official Code pertaining to a prohibition on electric motorized bicycles, scooters, and skateboards
3. **ORDINANCE 65-2019-20** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Providence Builders, LLC, Jacquelyn Elliott-Agent, for zone change on property located at the intersection of Whitfield Road and Prewitt Lane from AG Agricultural District to R-2 Single Family Residential District
4. **ORDINANCE 68-2019-20** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Richard Tucker, Et Ux, for zone change on property located at the intersection of Parkway Place and Stonecrossing Drive from C-5 Highway & Arterial Commercial District to R-4 Multiple Family Residential District
5. **ORDINANCE 70-2019-20** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Rex Hawkins for zone change on property located south of Arrowood Drive, west of Quin Lane, north of Cunningham Lane, and east of Panorama Drive from C-5 Highway & Arterial Commercial District to C-2 General Commercial District
6. **RESOLUTION 46-2019-20** Approving appointments to Beer Board, Gas & Plumbing Board, and Regional Planning Commission
  - *Beer Board: Terri Clore, John Hancock - April 2020 through March 2022*
  - *Gas & Plumbing Board: Mark Deering, Chris Steffens - April 2020 through March 2023*
  - *Regional Planning Commission: Maria Jiminez - April 2, 2020 through January 10, 2022*

7. **RESOLUTION 50-2019-20** Approving a Certificate of Compliance for retail liquor sales for The Wine Cellar (4 Leland Drive)
8. Adoption of Minutes March 5, March 18, and March 23

Councillady Guzman made a motion to adopt the Consent Agenda. The motion was seconded by Councilman Burkhart. Councilman Chandler and Councilman Henley voted “nay” on **ORDINANCE 63-2019-20**. Councilman Chandler voted “nay” on **ORDINANCE 65-2019-20**. Councilman Burkhart abstained from voting on **ORDINANCE 70-2019-20**. The following roll call vote was recorded:

AYE: Allen, Burkhart, Chandler, Erb, Garrett, Guzman, Henley, Holleman, Norris, Pitts, Richmond, Smith, Streetman

The motion to adopt the Consent Agenda with members’ notations unanimously passed.

#### FINANCE COMMITTEE *Chairman Jeff Burkhart*

**ORDINANCE 71-2019-20** (First Reading) Amending the FY20 Parks & Recreation Operating and Capital Projects budget for repairs to Burt Cobb and Crow Recreation Centers

The recommendation of the Finance Committee was for approval. Councilman Burkhart made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Henley. Councillady Streetman said both centers were in dire need of repairs. Councilman Allen asked if second reading could be considered during a special session to expedite the repairs while the centers were closed. The following roll call vote was recorded:

AYE: Allen, Burkhart, Chandler, ERB, Garrett, Guzman, Henley, Holleman, Norris, Pitts, Richmond, Smith, Streetman

The motion to adopt this ordinance on first reading unanimously passed.

#### GAS & WATER COMMITTEE *Chairlady Valerie Guzman*

Councillady Guzman said the Gas & Water Department was currently closed to the public due to the COVID-19 outbreak. She said operators of the Water Treatment Plant and Wastewater Treatment Plant were working 24 hours per day and administrative staff was continuing to perform essential services.

#### HOUSING & COMMUNITY DEVELOPMENT COMMITTEE *Chairman David Allen*

Councilman Allen noted a draft of the 2020-24 Consolidated Plan was made available on March 27 for the 30-day public comment period. Councillady Guzman expressed appreciation for the department’s support of the United Way during the COVID-19 pandemic.

## PARKS & RECREATION COMMITTEE *Chairlady Valerie Guzman*

Councillady Guzman noted special events that had been cancelled due to the COVID-19 outbreak included the Clarksville Film Festival, adult kickball and softball, youth baseball and softball, Father-Daughter Dance, and the delayed opening for Downtown Market.

## PUBLIC SAFETY COMMITTEE *Chairman Jeff Henley*

Councilman Henley said department statistics were not available. He reminded all citizens to adhere to the Governor's and the Mayor's Executive Orders during the pandemic and directed public inquiries to the Police Department hotline (931.472.3600).

## STREETS & GARAGE COMMITTEE *Chairman Tim Chandler*

Councilman Chandler shared the following department statistics: 290 work orders and 450 debris pickups. He said paving had begun in the Bel Aire Subdivision and sidewalk installation continued in the New Providence area. He noted mosquito control began April 1st.

Councilman Chandler said the City Garage worked 711 manhours and noted department expenses were \$33,000 less than the previous year.

## TRANSPORTATION COMMITTEE *Chairlady Wanda Smith*

Councillady Smith shared the following monthly statistics: 48,469 passengers during March including 5,982 senior citizens, and 2,600 demand responses. CTS reported all buses were cleaned and disinfected several times daily.

## MAYOR AND COUNCIL MEMBER COMMENTS

Mayor Pitts thanked the City Council for their support and cooperation by taking necessary actions during the COVID-19 Pandemic.

## ADJOURNMENT

The meeting was adjourned at 7:45 p.m.



**CLARKSVILLE CITY COUNCIL  
SPECIAL SESSION  
APRIL 7, 2020**

**MINUTES**

**IN AN EFFORT TO FACILITATE THE RESPONSE TO CORONAVIRUS DISEASE 2019 (COVID-19), THIS MEETING WAS CONDUCTED VIA GOOGLE MEETS FROM CITY COUNCIL CHAMBERS AND LIVE STREAMED ON CITYOFCLARKSVILLE.COM.**

**CALL TO ORDER**

A special session of the Clarksville City Council was called to order by Mayor Joe Pitts on Tuesday, April 7, 2020, at 5:00 p.m. This meeting was conducted via Google Meets from City Council Chambers, 106 Public Square, Clarksville, Tennessee.

A prayer was offered by First Lady Cynthia Pitts.

**ATTENDANCE**

Members responded verbally and attendance was recorded as follows:

PARTICIPATING: Richard Garrett (Ward 1), Vondell Richmond (Ward 2; joined at 5:15 p.m.), Ron Erb (Ward 3), Tim Chandler (Ward 4; joined at 5:15 p.m.), Valerie Guzman (Ward 5), Wanda Smith (Ward 6), Travis Holleman (Ward 7), David Allen, Mayor Pro Tem (Ward 8), Jeff Henley (Ward 9), Stacey Streetman (Ward 10), Gary Norris (Ward 11), Jeff Burkhardt (Ward 12)

Mayor Joe Pitts, City Attorney Lance Baker, and City Clerk Sylvia Skinner, as well as SGT. Chuck Gill and representatives from the City Information Technology Department, were physically present in the Council Chambers. Several Department Heads were also connected to the meet.

## APPROVAL OF ELECTRONIC MEETING

MOTION: *“In order to comply with the technical aspects of the Governor’s Executive Order regarding holding open meetings in a forum other than in the open and in public, this governing body determines that meeting electronically is necessary to protect the health, safety, and welfare of its citizens due to the COVID-19 outbreak.”*

Councillady Smith made a motion to approve conducting this meeting by electronic means. The motion was seconded by Councillady Streetman. A voice vote was taken; the motion passed without objection.

## PARKS & RECREATION BUDGET AMENDMENT

**ORDINANCE 71-2019-20** (Second Reading) Amending the 2019-20 Operating and Capital Budget (ORDINANCE 76-2019-20) for the Governmental Funds for Crow and Burt Cobb Recreation Centers (\$450,000 from previously issued debt funds) and for Cemetery Retaining Wall (\$180,000 from reallocation of existing funds)

Councilman Burkhart made a motion to adopt this ordinance on second reading. The motion was seconded by Councillady Streetman. Councilman Burkhart, Chair of the Finance Committee, made a motion to amend this ordinance to add \$180,000 for repairs to the cemetery retaining wall which would be transferred from the Edmondson Ferry Road project. The motion was seconded by Councillady Streetman. A voice vote was taken; the amendment passed without objection. The following vote on the original motion as amended.

AYE: Allen, Burkhart, Erb, Garrett, Guzman, Henley, Holleman, Norris, Pitts, Smith, Streetman

NO RESPONSE: Chandler, Richmond

The motion to adopt this ordinance on second reading as amended passed.

## EXTENSION OF EXECUTIVE ORDER 003

**RESOLUTION 52-2019-20** Approving extension of Mayoral Executive Order No. 003 pertaining to the Novel Coronavirus in order to limit the spread of the COVID-19 Disease

This resolution extended Mayoral Executive Order No. 003 from 12:01 a.m. April 8, 2020 through 12:01 a.m. April 14, 2020. Councillady Guzman made a motion to adopt this resolution. The motion was seconded by Councilman Burkhart.



In response to Council Lady Smith's question, Mayor Pitts said golf courses currently operating were required to close all indoor activities and there was no mandate on outdoor golfing services other than social distancing.

Councilman Allen and Council Lady Smith were concerned about enforcement of the Executive Orders. Mayor Pitts said the definition of "essential businesses and services" was very broad and noted that Clarksville Police and Building Codes officials were both monitoring activities. He reminded the members and the public of the Police Hotline [931-427-3600] was open 24 hours each day for inquiries and reports of non-compliance.

*NOTE:* Councilman Chandler and Councilman Richmond joined the meet at 5:15 p.m.

Councilman Garrett asked if the local medical facilities had a contingency plan for responding to an overload of virus cases. Mayor Pitts said medical administrators had said they were equipped to handle the needs of the public. Council Lady Guzman said the United Way was leading efforts to assist the homeless with virus testing and isolation if necessary.

Councilman Richmond asked if the City could conduct a virtual town hall meeting with small business owners. Mayor Pitts said he would reach out to the Chamber of Commerce and ask them to consider a mass email that would reach small business owners.

Following Councilman Chandler's question, Mayor Pitts said City personnel would put forward extra effort to address business not in compliance with the Executive Order.

Being no further discussion, the following roll call vote was recorded:

AYE: Allen, Burkhardt, Chandler, Erb, Garrett, Guzman, Henley, Holleman, Norris, Pitts, Richmond, Smith, Streetman

The motion to adopt this resolution unanimously passed.

## ADJOURNMENT

The meeting was adjourned at 5:33 p.m.



**CLARKSVILLE CITY COUNCIL  
SPECIAL SESSION  
APRIL 14, 2020**

**MINUTES**

**IN AN EFFORT TO FACILITATE THE RESPONSE TO CORONAVIRUS DISEASE 2019 (COVID-19), THIS MEETING WAS CONDUCTED VIA GOOGLE MEETS AND LIVE STREAMED ON CITYOFCLARKSVILLE.COM.**

**CALL TO ORDER**

A special session of the Clarksville City Council was called to order by Mayor Joe Pitts on Tuesday, April 14, 2020, at 5:00 p.m. This meeting was conducted via Google Meets from City Council Chambers, 106 Public Square, Clarksville, Tennessee.

A prayer was offered by Councilman Ron Erb.

**ATTENDANCE**

Members responded verbally and attendance was recorded as follows:

**PARTICIPATING:** Richard Garrett (Ward 1), Vondell Richmond (Ward 2), Ron Erb (Ward 3), Valerie Guzman (Ward 5), Wanda Smith (Ward 6), Travis Holleman (Ward 7), David Allen, Mayor Pro Tem (Ward 8), Jeff Henley (Ward 9), Stacey Streetman (Ward 10), Gary Norris (Ward 11), Jeff Burkhart (Ward 12)

**NOT PARTICIPATING:** Tim Chandler (Ward 4)

Mayor Joe Pitts, City Attorney Lance Baker, and City Clerk Sylvia Skinner, as well as SGT. Chuck Gill and representatives from the City Information Technology Department, were physically present in the Council Chambers. Several Department Heads were also connected to the meet.

## APPROVAL OF ELECTRONIC MEETING

*“In order to comply with the technical aspects of the Governor’s Executive Order regarding holding open meetings in a forum other than in the open and in public, this governing body determines that meeting electronically is necessary to protect the health, safety, and welfare of its citizens due to the COVID-19 outbreak.”*

Councilman Erb made a motion to approve conducting this meeting by electronic means. The motion was seconded by Councillady Smith. A voice vote was taken; the motion passed without objection.

## EXTENSION OF MAYORAL EXECUTIVE ORDER 003

**RESOLUTION 53-2019-20** Approving extension of Mayoral Executive Order No. 003 pertaining to the Novel Coronavirus in order to limit the spread of the COVID-19 Disease (April 15-April 21, 2020)

Councillady Smith made a motion to adopt this resolution. The motion was seconded by Councilman Holleman. There was no discussion. The following roll call vote was recorded.

AYE: Allen, Burkhart, Erb, Garrett, Guzman, Henley, Holleman, Norris, Pitts, Richmond, Smith

*NOTE:* Due to technical difficulties, Councillady Streetman’s response was not heard in the Council Chambers; Councillady Streetman expressed her approval of this resolution following the meeting.

The motion to adopt this resolution passed.

## ADJOURNMENT

The meeting was adjourned at 5:08 p.m.



**CLARKSVILLE CITY COUNCIL  
SPECIAL SESSION  
APRIL 21, 2020**

**MINUTES**

**IN AN EFFORT TO FACILITATE THE RESPONSE TO CORONAVIRUS DISEASE 2019 (COVID-19), THIS MEETING WAS CONDUCTED VIA GOOGLE MEETS AND LIVE STREAMED ON CITYOFCLARKSVILLE.COM**

**CALL TO ORDER**

A special session of the Clarksville City Council was called to order by Mayor Joe Pitts on Tuesday, April 21, 2020, at 5:00 p.m. This meeting was conducted via Google Meets from City Council Chambers, 106 Public Square, Clarksville, Tennessee

A prayer was offered by Mayor Pro Tem David Allen.

**ATTENDANCE**

Members responded verbally and participation was recorded as follows:

**PARTICIPATING:** Richard Garrett (Ward 1), Vondell Richmond (Ward 2), Ron Erb (Ward 3), Tim Chandler (Ward 4), Valerie Guzman (Ward 5), Wanda Smith (Ward 6), Travis Holleman (Ward 7), David Allen, Mayor Pro Tem (Ward 8), Jeff Henley (Ward 9), Stacey Streetman (Ward 10), Gary Norris ((Ward 11), Jeff Burkhardt (Ward 12)

Mayor Joe Pitts, City Attorney Lance Baker, and City Clerk Sylvia Skinner, as well as SGT. Chuck Gill and representatives from the City Information Technology Department, were physically present in the Council Chambers. Several Department Heads were also connected to the meet.

## APPROVAL OF ELECTRONIC MEETING

*“In order to comply with the technical aspects of the Governor’s Executive Order regarding holding open meetings in a forum other than in the open and in public, this governing body determines that meeting electronically is necessary to protect the health, safety, and welfare of its citizens due to the COVID-19 outbreak.”*

Councillady Smith made a motion to approve conducting this meeting by electronic means. The motion was seconded by Councilman Norris. A voice vote was taken; the motion passed without objection.

## E911 INTERLOCAL AGREEMENT

**RESOLUTION 54-2019-20** Approving an Interlocal Agreement (Memorandum of Understanding) between Clarksville-Montgomery County 911 Emergency Communications District and the City of Clarksville (Clarksville Police Department and Clarksville Fire Rescue) relative to sharing of protected health information

Councilman Norris made a motion to adopt this resolution. The motion was seconded by Councillady Guzman. Mayor Pitts said this agreement needed further review and evaluation. Councilman Norris made a motion to defer action on this resolution to the next regular session. The motion was seconded by Councillady Guzman. The following vote was recorded:

AYE: Allen, Burkhart, Chandler, Erb, Garrett, Guzman, Henley, Holleman, Norris, Pitts, Richmond, Smith, Streetman

The motion to defer action on this resolution to the next regular session unanimously passed.

## ALTERNATE PUBLIC HEARING PROCEDURES

**RESOLUTION 55-2019-20** Approving alternative public hearing procedures during the time period of the locally declared State of Emergency due to the COVID-19 Pandemic

Councilman Garrett made a motion to adopt this resolution. The motion was seconded by Councillady Streetman. Mayor Pitts said the Regional Planning Commission and Montgomery County Commission has adopted similar procedures. City Attorney Lance Baker highlighted the proposed regulations. Councilman Chandler felt these procedures may not give the public sufficient opportunities to address the governing body. Councillady Streetman said the zoning process should proceed so development is not delayed. Mr. Baker reminded members that these procedures were temporary and only in effect

during the State of Emergency. Answering Councilman Norris' question, Mayor Pitts said responses would not be given to written comments. Councilwoman Smith said citizens can continue to contact members of the City Council individually. The following roll call vote was recorded:

AYE: Allen, Burkhardt, Erb, Garrett, Guzman, Henley, Holleman, Norris, Pitts, Richmond, Smith, Streetman

NAY: Chandler

The motion to adopt this resolution passed.

#### EXTENDING MAYOR EXECUTIVE ORDER 003

**RESOLUTION 56-2019-20** Approving extension of Mayoral Executive Order No. 003 pertaining to the Novel Coronavirus in order to limit the spread of the COVID-19 Disease (April 22 through April 28, 2020)

Councilwoman Smith made a motion to adopt this resolution. The motion was seconded by Councilman Holleman. Mayor Pitts said Governor Bill Lee may begin reopening businesses and restaurants on April 27, but the current state-at-home order would expire April 30. He said he and County Mayor Jim Durrett were devising a plan to reopen the local economy in a safe and orderly fashion. In response to Councilwoman Smith's question, Mayor Pitts said occupancy of local businesses and church gatherings would depend on the Governor's guidelines. The following roll call vote was recorded:

AYE: Allen, Burkhardt, Chandler, Erb, Garrett, Guzman, Henley, Holleman, Norris, Pitts, Richmond, Smith, Streetman

The motion to adopt this resolution unanimously passed.

#### ADJOURNMENT

The meeting was adjourned at 5:37 p.m.

ORDINANCE 72-2019-20

AN ORDINANCE APPROVING A CONTRACT AUTHORIZING ENTRY AND CONSTRUCTION BETWEEN BRISTOL RIDGE APARTMENTS, LLC, WILLIAM L. BELEW, JR., AND CITY OF CLARKSVILLE

*WHEREAS,* the City of Clarksville owns certain real property located at/near Exit 11 (I-24) having a tax map and parcel ID of 063 06800 000 (hereinafter, the “City Property”);

*WHEREAS,* Bristol Ridge Apartments, LLC owns certain real property located at/near Exit 11 (I-24) immediately abutting the City Property and having a tax map and parcel ID of 063 06700 000 (hereinafter, the “Bristol Ridge Property”); and

*WHEREAS,* Bristol Ridge Apartments, LLC and its authorized member, William L. Belew, Jr., desire to enter a written agreement (specifically, an “Authorization for Entry and Construction”) with the City of Clarksville whereby the City authorizes Bristol Ridge Apartments, LLC and Mr. Belew to enter the City Property to construct certain physical improvements thereon for purposes of providing suitable access (i.e., ingress and egress) to/from the Bristol Ridge Property.

*NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLARKSVILLE, TENNESSEE:*

That the City of Clarksville hereby approves the Authorization for Entry and Construction between Bristol Ridge Apartments, LLC, William L. Belew, Jr., and the City of Clarksville, which is attached hereto as Exhibit A.

*FIRST READING:*

*SECOND READING:*

*EFFECTIVE DATE:*

## **AUTHORIZATION FOR ENTRY AND CONSTRUCTION**

This AUTHORIZATION FOR ENTRY AND CONSTRUCTION (hereinafter, the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and among THE CITY OF CLARKSVILLE, TENNESSEE, a municipal corporation (hereinafter, the "City"), and WILLIAM L. BELEW, JR. (hereinafter, "Mr. Belew") and BRISTOL RIDGE APARTMENTS, LLC (Mr. Belew and Bristol Ridge Apartments, LLC hereinafter referred to collectively from time to time as, the "Authorized Parties").

### **RECITALS:**

WHEREAS, the City owns certain real property located at/near Exit 11 (I-24) in Montgomery County, Tennessee, having a tax map and parcel ID of 063 06800 000, and identified and described in Exhibit A attached hereto (hereinafter, the "City Property"); and

WHEREAS, Bristol Ridge Apartments, LLC, an active Tennessee limited liability company, is the owner of record of certain real property located at/near Exit 11 (I-24) in Montgomery County, Tennessee located on Highway 76, having a tax map and parcel ID of 063 06700 000 and immediately abutting the City Property (hereinafter, the "Bristol Ridge Property"); and

WHEREAS, the Authorized Parties desire to enter the City Property and to construct certain physical improvements thereon for purposes of providing suitable access (i.e., ingress and egress) to/from the Bristol Ridge Property (hereinafter, the "Improvements").

### **AGREEMENT:**

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties mutually agree and covenant as follows:

1. **Conditions Precedent.** Notwithstanding anything in this Agreement to the contrary, the duties and obligations of the parties to this Agreement as set forth in Sections 2 through 19 shall be subject to and contingent upon the satisfaction of all of the following conditions precedent.
  - a. **City Council Approval Required.** This Agreement must be authorized by the Clarksville City Council via passage of a City Ordinance.
  - b. **Other Governmental Approvals.** The Authorized Parties shall obtain all necessary governmental approvals (e.g., permits) of the construction plans and specifications relating to the Improvements, as may be required by law.
  - c. **Insurance.** At the Authorized Parties' sole expense, and throughout the Authorized Parties' installation of the Improvements until such time as the Improvements are completed, the Authorized Parties shall obtain and maintain in full force and effect



a policy of liability insurance. The City shall be named as an additional insured on said policy of insurance, and such policy of insurance shall also cover the Authorized Parties' use of the City Property against claims for personal injury, premises liability, bodily injury or death, property damage and products liability occurring upon, in or about the City Property. Prior to its commencement of the construction of the Improvements, the Authorized Parties shall furnish unto the City adequate proof of such insurance coverage at the following minimum amounts:

\$1,000,000.00 (ONE MILLION DOLLARS) per occurrence;

\$2,000,000.00 (TWO MILLION DOLLARS) aggregate; and

\$10,000.00 (TEN THOUSAND DOLLARS) for medical expenses.

2. **Statement of Work.** The Authorized Parties agree that they shall be solely responsible for constructing and installing the Improvements and further agrees that the Improvements shall consist of a road and related improvements (to include any necessary utilities) in complete accordance with the precise plans and specifications set forth in Exhibit B attached hereto. The Authorized Parties agree that they shall so install and construct the Improvements at their sole expense. The Improvements shall include all labor, materials, equipment, services, and documentation necessary to construct the Improvements.
3. **Time of Performance.** The Authorized Parties shall complete the Improvements no later than one (1) year from the date of the execution of this Agreement. The Authorized Parties agrees to proceed with performance of the Improvements with due diligence and to complete the Improvements in a timely manner unless completion is delayed by a cause specified herein (see Paragraph 17 of this Agreement, "Force Majeure") for which timely completion would be excused.
4. **Indemnity.** The Authorized Parties shall protect, indemnify and hold harmless the City and its directors, officials, employees, agents, and representatives from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, and will defend such parties in any suit, including appeals, for personal injury to, or death of, any person, loss or damage to property or violation of any law, ordinance, statute or rule, arising out of the negligence or fault of the Authorized Parties or any of their officers, members, employees, agents, students or representatives in connection with its obligations, rights or performance under this Agreement or failure to comply with any applicable law, statute, ordinance, rule or regulation. The Authorized Parties shall be solely responsible for initiating, maintaining, and supervising all safety precautions to the best of its ability in connection with the Improvements.
5. **Dedication.** The parties agree that, after the Authorized Parties' satisfactory completion of the Improvements (as described in Exhibit B attached hereto), and at such time as the City deems necessary and appropriate, said Improvements shall be dedicated to the City as a

public roadway. Said dedication process shall be in conformance with the City's normal and ordinary course of accepting dedications of public roadways.

6. **Termination and Breach.** This Agreement shall continue in full force and effect during the one (1) – year time period referenced in Paragraph 3 of this Agreement (“Time of Performance”) unless and until terminated in accordance with the provisions of this Agreement, or until satisfactory completion of the Improvements as required herein. In the event of any material breach of this Agreement by either party, the other party may terminate this Agreement immediately by giving written notice thereof. In the absence of a material breach of this Agreement by the Authorized Parties, the City may terminate this Agreement by giving the Authorized Parties written notice of its election to terminate said Agreement.
7. **Remedies.** The exercise of the City's or the Authorized Parties' right to terminate this Agreement for a material breach shall not abrogate any of the available rights and remedies of the terminating party with respect to the breach giving rise to such termination. Each and all of the rights and remedies of the parties provided for in this Agreement shall be construed as being cumulative and no one of them shall be deemed to be exclusive of the others, or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other rights or remedies available at law.
8. **Notice.** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and hand delivered or sent by registered mail to the Authorized Parties at 1920 Needmore Road, Clarksville, TN 37042; or to the City, ATTN: Lance Baker, City Attorney, Once Public Square, 4<sup>th</sup> Floor, Clarksville, TN 37040.
9. **Assignment and Delegation.** Neither party may assign its rights or delegate its obligations under the Agreement in whole or in part without the prior written consent of the other. Any such purported or attempted assignment or delegation shall be void and of absolutely no effect. This Agreement shall be binding upon the parties' respective successors and permitted assigns.
10. **Cooperative Efforts.** This Agreement shall be liberally construed in order to promote a harmonious relationship among the parties with regard to the purpose and construction of the Improvements. The Authorized Parties covenant with the City to furnish the Authorized Parties' best skill and judgment and to cooperate fully and effectively with the City to accomplish the purposes and objectives of this Agreement. If a problem arises that this Agreement does not directly or indirectly address or contemplate, the City and the Authorized Parties agree to work with one another in good faith to determine a mutually satisfactory solution. If necessary, the parties hereto agree to meet from time to time upon written request of either Party to review the provisions of this Agreement, the status of the Agreement and/or Improvements, etc.
11. **Relationship of Parties.** Nothing in this Agreement is intended or shall be interpreted to create a joint venture or partnership between the City and either of the Authorized Parties

or make the City the partner of either of the Authorized Parties or constitute either the agent of the other, or make either party in any way responsible for the debts, losses, duties, obligations, responsibilities or liabilities of the other party (with the exception of the Indemnity obligation(s) set forth in Paragraph 3 herein). Further, neither the Authorized Parties, nor any of the Authorized Parties' employees, agents or representatives, will be considered an employee of the City within the meaning or application of any federal, state or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, on-the-job injury benefits, worker's compensation, industrial accident, labor or tax laws of any kind. Neither the Authorized Parties, nor any of the Authorized Parties' employees, agents or representatives, shall be entitled to any benefits that may be afforded from time to time to the City's employees including, without limitation, vacation, holidays, sick leave, on-the-job injury benefits, worker's compensation and unemployment insurance. Further, the City shall not be responsible for withholding or paying any taxes or social security for or on behalf of the Authorized Parties or any of the Authorized Parties' employees, agents or representatives. Rather, the Authorized Parties shall be fully responsible for any such withholding or payment of taxes or social security for the Authorized Parties and any of the Authorized Parties' employees, agents or representatives.

12. **No Waiver.** Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of the same.
13. **Choice of Law.** The Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee. Any action arising from this Agreement shall be brought in the Circuit or Chancery Courts of Montgomery County, Tennessee.
14. **Captions.** The captions appearing in the Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of any sections.
15. **Severability.** Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
16. **Compliance with Law.** Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation, the latter shall prevail, but in such event the term, condition or provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law, provided that such construction is consistent with the intent of the Parties as expressed in this Agreement.

17. **Force Majeure.** No party will be liable to another or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or nature, or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.
18. **Integration; Amendment.** This Agreement is fully integrated and sets forth all of the understandings of the parties. Neither the Agreement, nor any of its Exhibits, shall be modified or amended except by an instrument in writing signed by the parties hereto.
19. **Personal Guarantee.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mr. Belew unconditionally and irrevocably personally guarantees the prompt, full and complete performance of all of Bristol Ridge Apartments, LLC's duties and obligations set forth in this Agreement. Further, by signing below, Mr. Belew certifies that he is the owner, general partner, and/or president of Bristol Ridge Apartments, LLC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

THE CITY OF CLARKSVILLE, TENNESSEE

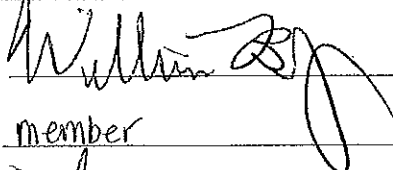
By: \_\_\_\_\_

Its: \_\_\_\_\_

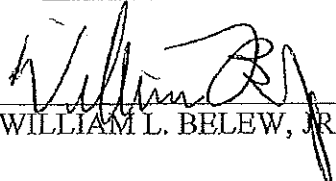
ATTESTED:

\_\_\_\_\_  
City Clerk

BRISTOL RIDGE APARTMENTS, LLC

By:  \_\_\_\_\_

Its: member \_\_\_\_\_

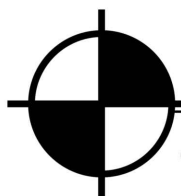
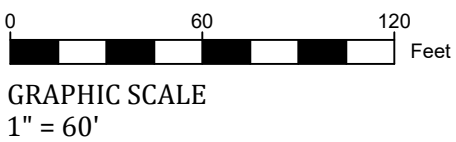
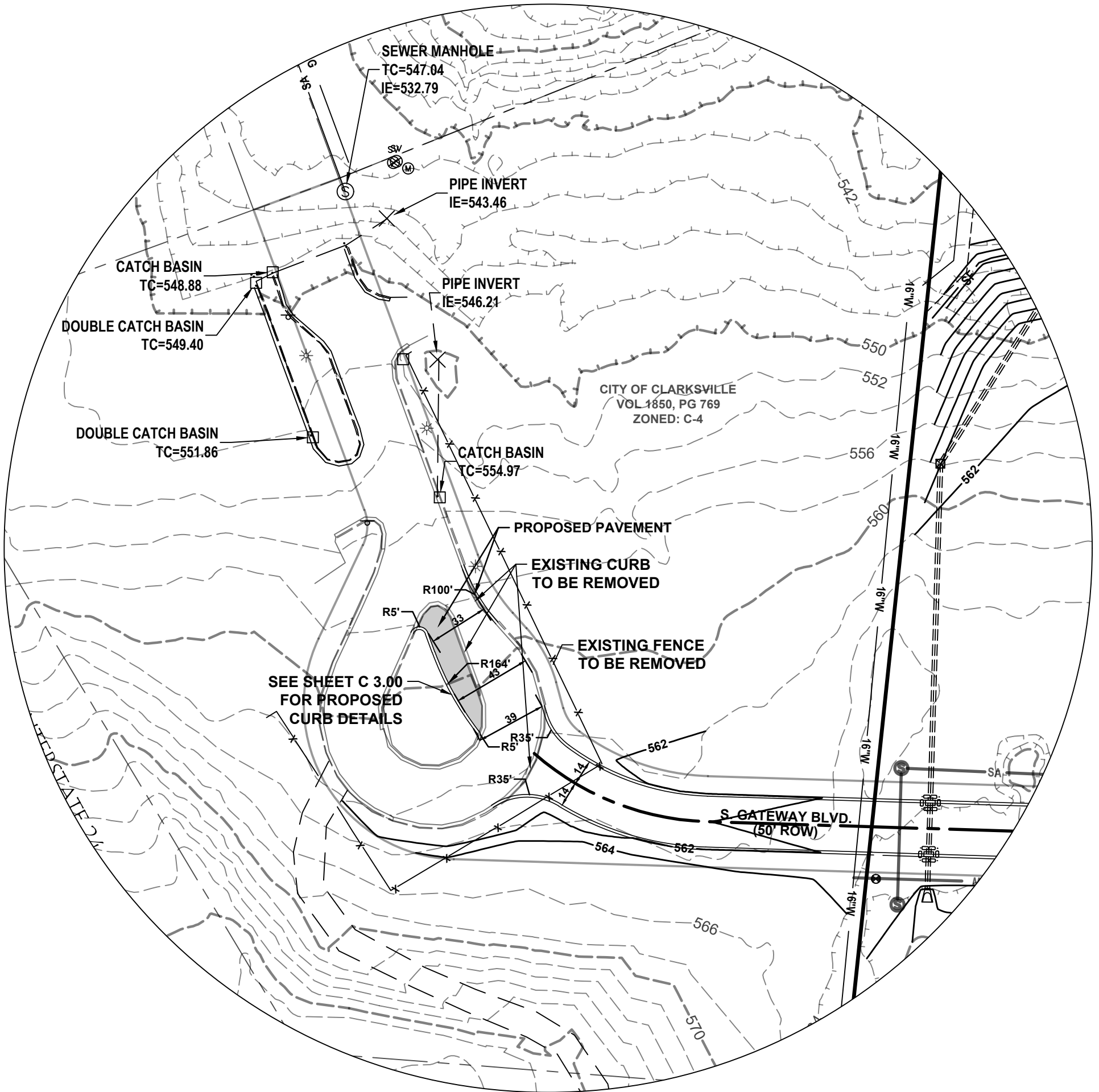
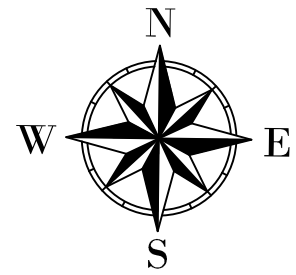
  
WILLIAM L. BELEW, JR., individually

## EXHIBIT A

Located in Montgomery County, Tennessee

Beginning at a point of intersection of the north boundary of the George R. Kettle, ETAL property and the southwest boundary of the herein described property, said point of intersection being 979.94' right of S. R. 76 proposed centerline station 131 + 65.94; thence with said southwest boundary N 30° 53' 56" W 427.86' to a point, said point being 558.47' right of S. R. 76 proposed centerline station 131 + 01.86; thence with the south boundary of the Trinity Enterprises, ETAL property N 69° 37' 20" E 220.02' to a point, said point being 561.65' right of S. R. 76 proposed centerline station 133 + 14.70; thence with the existing south margin of S. Gateway Blvd. N 69° 37' 22" E 50.01' to a point, said point being 562.39' right of S. R. 76 proposed centerline station 133 + 69.56; thence with the south boundary of the David Stiltner, ETUX property N 67° 58' 57" E 368.61' to a point, said point being 520.88' right of S. R. 76 proposed centerline station 138 + 35.45; thence with the east boundary of the herein described property S 06° 00' 09" W 632.02' to a point, said point being 1116.27' right of S. R. 76 proposed centerline station 135 + 18.03; thence with said north boundary N 84° 36' 10" W 310.42' to the point of beginning, containing 5.312 acres.

**EXHIBIT B**  
**PLANS AND SPECIFICATIONS FOR THE IMPROVEMENTS**  
**[see attached]**



**McKAY-BURCHETT**  
& COMPANY  
ENGINEERS

1545 Madison Street  
Clarksville, TN 37040  
Ph # 931-245-3095

**SHEET: NA**

DRAWN BY: D. HOOVER  
CHECKED BY: C. BURCHETT

FILE - Z:\Projects\2019\0082-19  
(Bristol Ridge Apartments Phase  
I)\Bristol Ridge Apt.dwg

## BRISTOL RIDGE SECTION 1

GRAPHIC DEPICTION OF  
GRADING, SITE & UTILITY  
HWY 76, CLARKSVILLE  
MONTGOMERY COUNTY, TENNESSEE  
April 23, 2020

## RESOLUTION 57-2019-20

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF CLARKSVILLE, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$48,000,000, IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS

WHEREAS, pursuant to Sections 12-10-101, et seq., Tennessee Code Annotated, as amended, the City of Clarksville, Tennessee (the "Municipality") has previously issued its Taxable General Obligation Improvement and Refunding Bonds, Series 2011, dated February 24, 2011 (the "Series 2011 Bonds"), and entered into (i) a Loan Agreement dated November 11, 2006 (the "2006 Loan Agreement"), by and between The Public Building Authority of the City of Clarksville, Tennessee (the "City Authority") and the Municipality, which was funded from the proceeds of the City Authority's Adjustable Rate Pooled Financing Revenue Bonds, Series 2005 (Tennessee Municipal Bond Fund) (the "Series 2005 Bonds"); (ii) a Loan Agreement dated October 2, 2007 (the "2007A Loan Agreement"), by and between the City Authority and the Municipality, which was funded from the proceeds of the Series 2005 Bonds; (iii) a Loan Agreement dated July 27, 2007 (the "2007B Loan Agreement"), by and between The Public Building Authority of the County of Montgomery, Tennessee (the "County Authority" and together with the City Authority, the "Authorities") and the Municipality, which was funded from the proceeds of the County Authority's Adjustable Rate Pooled Financing Revenue Bonds, Series 2006 (Tennessee County Loan Pool) (the "Series 2006 Bonds"); (iv) a Loan Agreement dated July 23, 2008 (the "2008A Loan Agreement"), by and between the City Authority and the Municipality, which was funded from the proceeds of the City Authority's Adjustable Rate Pooled Financing Revenue Bonds, Series 2008 (Tennessee Municipal Bond Fund) (the "Series 2008 TMBF Bonds"); (v) a Loan Agreement dated July 29, 2008 (the "2008B Loan Agreement"), by and between the County Authority and the Municipality, which was funded from the proceeds of the County Authority's Adjustable Rate Pooled Financing Revenue Bonds, Series 2008 (Tennessee County Loan Pool) (the "Series 2008 TCLP Bonds"); (vi) a Loan Agreement dated November 2, 2010 (the "2010 Loan Agreement" and together with the 2006 Loan Agreement, the 2007A Loan Agreement, the 2007B Loan Agreement, the 2008A Loan Agreement and the 2008B Loan Agreement, the "Loan Agreements"), by and among the City Authority, the Municipality and First Tennessee Bank National Association (the "Purchaser"), which was funded from the proceeds of the City Authority's Variable Rate Local Government Loan Program Bond, Series 2010 (City of Clarksville Loan) (the "Series 2010 Bond" and together with the Series 2005 Bonds, the Series 2006 Bonds, the Series 2008 TMBF Bonds and the Series 2008 TCLP Bonds, the "Authority Bonds"); and

WHEREAS, pursuant to the Loan Agreements, the Authorities made loans to the Municipality at variable rates of interest for the purpose of funding various public works projects; and

WHEREAS, the refinancing of the Loan Agreements to fixed rate indebtedness will reduce the Municipality's exposure to the costs and risks attendant to variable rate indebtedness; and

WHEREAS, the refunding of the Series 2011 Bonds will result in debt service savings for the Municipality; and



WHEREAS, under the provisions of Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, municipalities in Tennessee are authorized through their respective governing bodies to issue and sell bonds to refund, redeem or make principal and interest payments on bonds or other debt obligations previously issued by said municipalities; and

WHEREAS, a plan of refunding has been submitted to the Director of the Division of Local Government Finance (the "State Director") as required by Section 9-21-903, Tennessee Code Annotated, as amended, and the State Director has acknowledged receipt thereof and reported thereon to the Municipality, which report is attached hereto as Exhibit A; and

WHEREAS, the City Council of the Municipality (the "Governing Body") hereby determines that it is necessary and advisable to refund all or a portion of the Series 2011 Bonds and the Loan Agreements by the issuance of general obligation refunding bonds; and

WHEREAS, it is the intention of the Governing Body to adopt this Resolution for the purpose of authorizing not to exceed \$48,000,000 in aggregate principal amount of its general obligation refunding bonds, providing for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom and for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLARKSVILLE, TENNESSEE, AS FOLLOWS:

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to 9-21-101 et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. In addition to the terms defined in the preamble above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" means the not to exceed \$48,000,000 General Obligation Refunding Bonds of the Municipality, to be issued in one or more series and dated their date(s) of issuance, and having such series designation(s) or such other dated date(s) as shall be determined by the Mayor pursuant to Section 8 hereof.

(b) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

(c) "Debt Management Policy" means the Debt Management Policy adopted by the Governing Body as required by the State Funding Board of the State of Tennessee.

(d) "Governing Body" means the City Council of the Municipality.

(e) "Mayor" shall mean the Mayor of the Municipality.

(f) "Municipal Advisor" means PFM Financial Advisors LLC, Memphis, Tennessee.

(g) “Registration Agent” means the Chief Financial Officer of the Municipality or such other registration and paying agent appointed by the Mayor pursuant to Section 4 hereof, or any successor designated by the Mayor.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy.  
The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the Municipality’s Debt Management Policy.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to (i) refund all or a portion of the Series 2011 Bonds, (ii) prepay, in whole or in part, the Loan Agreements, including accrued interest and premium, and in turn, the Authority Bonds, and (iii) pay costs incident to the issuance and sale of the Bonds, there are hereby authorized to be issued general obligation refunding bonds of the Municipality in the aggregate principal amount of not to exceed \$48,000,000. The Bonds shall be issued in one or more series, as fully registered certificated Bonds, without coupons, and subject to the adjustments permitted hereunder, shall be known as “General Obligation Refunding Bonds”, shall be dated their date(s) of issuance, and shall have such series designation(s) or such other dated date(s) as shall be determined by the Mayor pursuant to the terms hereof. The Bonds, or any series thereof, shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law at the time of issuance of the Bonds, payable (subject to the adjustments permitted hereunder) semi-annually on January 1 and July 1 in each year, commencing July 1, 2020. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof, or such other denominations as shall be directed by the Mayor. Subject to the adjustments permitted pursuant to the terms hereof, the Bonds shall mature serially or be subject to mandatory redemption and shall be payable on January 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2021 through 2034, inclusive.

(b) Subject to the adjustments permitted pursuant to Section 8 hereof, Bonds maturing on or before January 1, 2030 shall mature without option of prior redemption and Bonds maturing January 1, 2031 and thereafter, shall be subject to redemption prior to maturity at the option of the Municipality on January 1, 2030 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to the terms hereof, the Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds (“Term Bonds”) with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor. In the event any or all the Bonds are sold as Term Bonds, the Municipality shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected as described above in subsection (b).

At its option, to be exercised on or before the forty-fifth (45<sup>th</sup>) day next preceding any such mandatory redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation

Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45<sup>th</sup>) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of any call for redemption shall be given by the Registration Agent on behalf of the Municipality not less than fifteen (15) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The Registration Agent shall mail said notices as and when directed by the Municipality pursuant to written or other instructions from an authorized representative of the Municipality. From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein.

(e) The Governing Body hereby appoints the Chief Financial Officer of the Municipality as the Registration Agent for the Bonds and hereby authorizes and directs the Registration Agent so appointed to maintain Note registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the Municipality at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. Notwithstanding the above, if determined by the Mayor in consultation with the Municipal Advisor to be in the best interest of the Municipality, the Mayor is hereby authorized to appoint a Registration Agent for the Bonds other than the Chief Financial Officer, and the Mayor and the City Clerk, or either of them, is hereby authorized to execute and the City Clerk is hereby authorized to attest any such written agreement between the Municipality and the Registration Agent as they shall deem necessary or proper with respect to the obligations, duties and rights of the Registration Agent.

(f) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the designated office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to

the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the Municipality in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

(g) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Municipality to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered Owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in denominations, or integral multiples thereof, as authorized hereunder and as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the Municipality to call such Bond for redemption; provided, the Registration Agent, at its option, may

make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(i) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the Municipality with the signature of the Mayor and the attestation of the City Clerk.

(j) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(k) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the Municipality, in its discretion, shall issue, and the Registration Agent, upon written direction from the Municipality, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be able to mature, instead of issuing a substituted Bond the Municipality may pay or authorize payment of such Bond without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the Municipality and the Registration Agent of the destruction, theft or loss of such Bond, and indemnify satisfactory to the Municipality and the Registration Agent; and the Municipality may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the Municipality for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from and secured by unlimited ad valorem taxes to be levied on all taxable property within the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriate completed when the Bonds are prepared and delivered:

(Form of Bond)

REGISTERED  
Number\_\_\_\_\_

REGISTERED  
\$\_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TENNESSEE  
CITY OF CLARKSVILLE, TENNESSEE

GENERAL OBLIGATION REFUNDING BOND, SERIES 2020 [FEDERALLY TAXABLE]

Interest Rate:                      Maturity Date:                      Date of Bond:                      CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, the City of Clarksville, Tennessee (the "Municipality"), a municipal corporation lawfully organized and existing in Montgomery County, Tennessee, hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on July 1, 2020, and semi-annually thereafter on the first day of January and July in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the office of the Chief Financial Officer of the Municipality, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Bonds of the issue of which this Bond is one maturing on or before January 1, 2030, shall mature without option of prior redemption and Bonds maturing January 1, 2031 and thereafter, shall be subject to redemption prior to maturity at the option of the Municipality on January 1, 2030 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Municipality, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the Municipality shall redeem Bonds maturing \_\_\_\_\_ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective

redemption dates at a price of par plus accrued interest thereon to the date of redemption. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds Redeemed</u>
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**\*Final Maturity**

At its option, to be exercised on or before the forty-fifth (45<sup>th</sup>) day next preceding any such redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45<sup>th</sup>) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of any call for redemption shall be given by the Registration Agent not less than fifteen (15) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal office of the Registration Agent, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the

Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$\_\_\_\_\_ and issued by the Municipality to prepay and refund certain outstanding of the Municipality and pay costs incident to issuing the Bonds, pursuant to 9-21-101 et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the City Council of the Municipality on \_\_\_\_\_, 2020 (the "Resolution").

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are irrevocably pledged.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the Municipality, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by its Mayor and attested by its City Clerk under the corporate seal of the Municipality, all as of the date hereinabove set forth.

CITY OF CLARKSVILLE, TENNESSEE

By: FORM ONLY  
Mayor

(SEAL)

ATTESTED:



FORM ONLY

City Clerk

Transferable and payable at the  
office of:

Chief Financial Officer  
Clarksville, Tennessee

Date of Registration:

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

CHIEF FINANCIAL OFFICER  
Registration Agent

By:

CHIEF FINANCIAL OFFICER

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_, whose address is \_\_\_\_\_ (Please insert Federal Identification or Social Security Number of Assignee \_\_\_\_\_), the within Bond of City of Clarksville, Tennessee, and does hereby irrevocably constitute and appoint \_\_\_\_\_, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated:

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed  
by a member firm of a Medallion Program  
acceptable to the Registration Agent

Section 7. Levy of Tax. The Municipality, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the Municipality, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due,

and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal, premium, if any, and interest coming due on the Bonds in said year. Principal, premium, if any, and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the Municipality and reimbursement therefor shall be made out of the taxes hereby provided to the levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct appropriations from other funds, taxes and revenues of the Municipality to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

(a) The Bonds shall be sold by directed placement with one or more financial institutions selected by the Mayor (each, a "Purchaser"), in consultation with the Municipal Advisor, at a price of not less than ninety-nine percent (99%) of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the Mayor, in consultation with the Municipal Advisor. If the Bonds are sold in more than one series, the Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.

(b) The Mayor is further authorized with respect to each series of Bonds to:

(1) change the dated date of the Bonds, or any series thereof, to a date other than the date of issuance of the Bonds;

(2) change the designation of the Bonds, or any series thereof, to a designation other than "General Obligation Refunding Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) change the first interest payment date on the Bonds, or any series thereof, to a date other than July 1, 2020, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds (including, but not limited to establishing the date and year of the first principal payment date), or any series thereof, provided that the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein;

(5) adjust or remove the Municipality's optional redemption provisions of the Bonds, or any series thereof, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(6) prepay less than all of the Loan Agreements and/or refund fewer than all of the Series 2011 Bonds; and

(7) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the Mayor, as he shall deem most advantageous to the Municipality.

The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(c) The Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or Bonds authorized by resolution or resolutions of the Governing Body. The Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as the Mayor shall deem to be advantageous to the Municipality and in doing so, the Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Refunding Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(d) The Mayor, in consultation with the Municipal Advisor and the Municipality's bond counsel, is authorized to enter into any such loan or credit agreements as may be required by the Purchaser; provided the provisions of such agreements are not in conflict with the terms of this Resolution.

(e) The Mayor and City Clerk are authorized to cause the Bonds, in fully registered certificated form, to be authenticated and delivered by the Registration Agent to the Purchasers and to execute, publish, and deliver all certificates and closing documents as they shall deem necessary in connection with the sale and delivery of the Bonds. The Mayor is hereby authorized to enter into a contract with the Municipal Advisor, for financial advisory services in connection with the sale of the Bonds and to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds.

Section 9. Disposition of Bond Proceeds. The proceeds from the sale of the Bonds shall be disposed as follows:

(a) To the extent a series of Bonds is issued to refund any Series 2011 Bonds, an amount of proceeds sufficient, together with any funds of the Municipality designated by the Mayor, to provide for the payment of the principal of and interest on any Series 2011 Bonds to be refunded, shall be deposited to an escrow fund to be held by an escrow agent selected by the Mayor (the "Escrow Agent") pursuant to an escrow agreement for that purpose, which such escrow agreement shall be in the form approved by the Mayor, in consultation with the Municipal Advisor and the Municipality's bond counsel (the "Escrow Agreement");

(b) To the extent a series of Bonds is issued to prepay any Loan Agreements, an amount of proceeds sufficient, together with any funds of the Municipality designated by the Mayor, to provide for such prepayment shall be paid to the Public Building Authority of the County of Montgomery, Tennessee or the Public Building Authority of the City of Clarksville, as applicable, in prepayment of the Loan Agreements and, in turn, the Authority Bonds; provided that the Mayor may elect to deposit such funds with the Escrow Agent to be held pursuant to the Escrow Agreement; and

(c) The remaining proceeds of each series of Bonds shall be used to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if

any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds.

Section 10. Discharge and Satisfaction of Bonds. If the Municipality shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent for cancellation by it;

and if the Municipality shall also pay or cause to be paid all other sums payable hereunder by the Municipality with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the Municipality to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Municipality as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Municipality, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 11. Federal Tax Matters Related to the Bonds.

(a) Except as hereinafter provided, the Bonds will be issued as federally tax-exempt bonds. The Municipality hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an “arbitrage bond”. To that end, the Municipality shall comply with applicable regulations adopted under said Section 148. The Municipality further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code. Notwithstanding anything herein to the contrary, if the Mayor determines, in consultation with the Municipal Advisor and Bond Counsel, that a portion of the Projects cannot be refinanced with proceeds of federally tax-exempt bonds pursuant to the requirements of the Code, the Bonds refinancing that portion of the Projects will be issued as federally taxable bonds, and all documents authorized herein shall be conformed accordingly. Any series of Bonds issued to refund the Series 2011 Bonds will be issued on a federally taxable basis.

(b) The appropriate officers of the Municipality are authorized and directed, on behalf of the Municipality, to execute and deliver all such certificates and documents that may be required of the Municipality in order to comply with the provisions of this Section related to the issuance of the Bonds and to administer the Municipality’s Federal Tax Compliance Policies and Procedures with respect to the Bonds.

Section 12. Prepayment of the Loan Agreements and Refunding of the Series 2011 Bonds. The Mayor and the Chief Financial Officer, or either of them, are hereby authorized and directed to take all steps necessary to (i) prepay the Loan Agreements, in accordance with the terms thereof, including, but not limited to, the execution and delivery of prepayment notices in accordance with their terms, and direct the redemption of the Authority Bonds; and (ii) refund the Series 2011 Bonds including, but not limited to, the execution and delivery of refunding and redemption notices in accordance with the terms of the Series 2011 Bonds.

Section 13. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Municipality and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 14. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 15. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved this \_\_\_\_ day of \_\_\_\_\_, 2020.

By:

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A

STATE REPORT ON PLAN OF REFUNDING

STATE OF TENNESSEE                    )  
COUNTY OF MONTGOMERY        )

I, Sylvia Skinner, hereby certify that I am the duly qualified and acting City Clerk of the City of Clarksville, Tennessee (the "Municipality") and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the City Council of the Municipality held on \_\_\_\_\_, 2020; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct and complete transcript from said original record insofar as said original record relates to, among other matters, the issuance of general obligation refunding bonds by the Municipality; (4) that the actions by the City Council at said meeting were promptly and duly recorded by me in a book kept for such purpose; and (5) that a quorum of the members of the City Council was present and acting throughout said meeting.

WITNESS my official signature and seal of said Municipality this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
City Clerk

(SEAL)



RESOLUTION 60-2019-20

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN TENNESSEE DEPARTMENT OF HEALTH AND THE CITY OF CLARKSVILLE (CLARKSVILLE POLICE DEPARTMENT) RELATIVE TO SHARING OF LIMITED PERSONAL HEALTH INFORMATION

*WHEREAS*, the City Council finds that the sharing of limited Personal Health Information between the Tennessee Department of Health and the City of Clarksville Police Department is in the best interests of the Law Enforcement Officers who are on the front lines of the response to COVID-19 pandemic, and such information sharing is critical to protecting said City employees and as well as the general public; and

*WHEREAS*, the City Council finds that the attached Interlocal Agreement (aka Memorandum of Understanding) sets forth the obligations and duties of the parties and should be adopted.

*NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLARKSVILLE, TENNESSEE:*

That the Clarksville City Council hereby approves an Interlocal Agreement, attached hereto as Exhibit A, with the Tennessee Department of Health and the City of Clarksville (Clarksville Police Department).

*ADOPTED:*

**MEMORANDUM OF UNDERSTANDING  
REGARDING THE DISCLOSURE OF PROTECTED HEALTH INFORMATION**

**INTRODUCTION**

This Memorandum of Understanding (MOU) is between the Tennessee Department of Health ("Health") and the \_\_\_\_\_ (the "Department"). The purpose of this MOU is to detail the limited purposes for which Health is disclosing Protected Health Information (PHI) to the Department.

Health is a Covered Entity subject to the Privacy and Security Rules (45 C.F.R. Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, as amended by the final rule modifying the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act (HITECH).

The Department has responsibility for the prevention and detection of crime and the apprehension of offenders. The Department uses a dispatch system to coordinate response to citizens in need of emergency assistance. The Department is also responsible for the lawful custody of individuals arrested and is also responsible for the health and safety of other individuals, including officers, employees and others present at the premises occupied by the Department, and persons responsible for the transporting or transferring of arrestees and inmates.

**PURPOSES OF DISCLOSURES OF PHI BY HEALTH TO THE DEPARTMENT**

Health is disclosing to the Department a list of names and addresses of individuals documented as having tested positive, or received treatment, for COVID-19. Health intends to update this list daily; after 30 days on the list, an individual's name and address will roll off of this list. Health may cease disclosure of the list upon the termination of the statewide state of emergency for COVID-19.

The purpose of these disclosures is to:

1. Prevent or control the spread of COVID-19;
2. Minimize the imminent threat of exposure of COVID-19 to employees and officers of the Department and to any individual in the Department's custody;
3. Provide for the health and safety of persons in custody, officers, employees and others present at the Department's facilities, or persons responsible for the transporting or transferring of arrestees or individuals committed to correctional institutions; and
4. Administer and maintain the safety, security, and good order of the Department's facilities.

Health believes these disclosures are necessary for these purposes.

## REASONS DISCLOSURES ARE PERMITTED

As discussed in the “COVID-19 and HIPAA: Disclosures to law enforcement, paramedics, other first responder and public health authorities” guidance issued by the U.S. Department of Health and Human Services - Office for Civil Rights, Health’s disclosures to the Department for the purpose described above is permitted under 45 C.F.R. § 164.512(b)(1)(iv), (j)(1)(i), (j)(4), and (k)(5)(i) which state as follows:

### (b) Standard: Uses and disclosures for public health activities –

(1) Permitted uses and disclosures. A covered entity may use or disclose protected health information for the public health activities and purposes described in this paragraph to:

(iv) A person who may have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading a disease or condition, if the covered entity or public health authority is authorized by law to notify such person as necessary in the conduct of a public health intervention or investigation;

### (j) Standard: Uses and disclosures to avert a serious threat to health or safety –

(1) Permitted disclosures. A covered entity may, consistent with applicable law and standards of ethical conduct, use or disclose protected health information, if the covered entity, in good faith, believes the use or disclosure:

(i)

(A) Is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public; and

(B) Is to a person or persons reasonably able to prevent or lessen the threat, including the target of the threat;

(4) Presumption of good faith belief. A covered entity that uses or discloses protected health information pursuant to paragraph (j)(1) of this section is presumed to have acted in good faith with regard to a belief described in paragraph (j)(1)(i) or (ii) of this section, if the belief is based upon the covered entity's actual knowledge or in reliance on a credible representation by a person with apparent knowledge or authority.

(k) Standard: Uses and disclosures for specialized government functions.

(5) Correctional institutions and other law enforcement custodial situations.

(i) Permitted disclosures. A covered entity may disclose to a correctional institution or a law enforcement official having lawful custody of an inmate or other individual protected health information about such inmate or individual, if the correctional institution or such law enforcement official represents that such protected health information is necessary for:

- (A) The provision of health care to such individuals;
- (B) The health and safety of such individual or other inmates;
- (C) The health and safety of the officers or employees of or others at the correctional institution;
- (D) The health and safety of such individuals and officers or other persons responsible for the transporting of inmates or their transfer from one institution, facility, or setting to another;
- (E) Law enforcement on the premises of the correctional institution; or
- (F) The administration and maintenance of the safety, security, and good order of the correctional institution.

## **THE DEPARTMENT'S RESPONSIBILITIES**

The Department may:

- Consult the list and advise the employees of the Department of the individuals within its facility that are documented as having tested positive, or received treatment, for COVID-19 so that employees of the Department may:
  - Take extra precautions such as the enhanced use of personal protective equipment;
  - Provide for the health and safety of the individuals, others in custody, officers, employees and others present at the facility;
  - Enforce the law on the premises; and
  - Administer and maintain the safety, security, and good order of the facility;
- Upon arrest of an individual, consult the list and advise the officers making the arrest that the arrestee is documented as having tested positive, or received treatment, for COVID-19 so that the officers making the arrest may take extra precautions such as the enhanced use of personal protective equipment; and
- In the event of a transport or transfer of an arrestee or inmate, consult the list and advise the persons responsible for making the transport or transfer that the individual to be transported or transferred is documented as having tested positive, or received treatment, for COVID-19 so that the persons responsible for the transport or transfer may:
  - Take extra precautions such as the enhanced use of personal protective equipment; and
  - Provide for the health and safety of the individuals, other inmates, officers, employees and others present during the transport or transfer.

The Department may not:

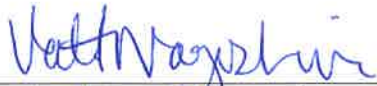
- Re-disclose the entire list to anyone;
- Re-disclose any information on the list, or summary or derivative thereof, to anyone other than its officers and employees that need to know the information to meet the purposes of the disclosure;
- Use or disclose any information on the list for any purpose other than the purpose detailed in this MOU; or
- Retain any copy, or summary or derivative, of the list for more than 30 days.

The Department must:

- Keep the list confidential, and secure it accordingly, including, but not limited to:
  - safeguarding paper copies of the list from easy view of anyone other than its officers and employees that need to know the information to meet the purposes of the disclosure; and
  - storing electronic versions of the list on encrypted devices;
- Shred outdated lists, and delete any electronic copies thereof, upon receipt of an updated list from Health;

- Shred the list (and any copies), and delete any electronic copies thereof, 30 days after the termination of the statewide state of emergency;
- Limit disclosures of the information provided by Health to the purpose detailed in this MOU;
- Inform Health within 3 days if information has been, or is suspected of having been, disclosed in a manner not authorized by this MOU, even if the disclosure was made by a party other than the Department; and
- Inform Health immediately if it is known or suspected that, aside from taking extra precautions, including but not limited to enhanced use of personal protective equipment, any employee or officer is not providing services to individuals appearing on the list or previously on the list with the same level of service and responsiveness that they provide in response to other individuals not appearing on the list.

Agreed to and effective April 21, 2020.

<p>TENNESSEE DEPARTMENT OF HEALTH</p>    <p>By: Valerie Nagashima Title: Chief of Staff</p>	   <p>By: Title:</p>
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ORDINANCE 67-2019-20

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF IRON HORSE BELLEGLADE, LLC, LEWIS WHITLEY-CONTACT, FOR ZONE CHANGE ON PROPERTY LOCATED AT THE INTERSECTION OF FORT CAMPBELL BOULEVARD AND WALLACE BOULEVARD

*BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLARKSVILLE, TENNESSEE:*

That the Zoning Ordinance and Map of the City of Clarksville, Tennessee are hereby amended by designating the zone classification of the property described in Exhibit A, currently zoned

*PUBLIC HEARING:* March 5, 2020  
*POSTPONED:* March 5, 2020, Indefinitely

EXHIBIT A

Beginning at a point, said point being the northeast corner of the said Iron Horse Belleglade, LLC Properties, said pin being S 81° 36' E for a distance of 377 feet from the centerline intersection of Scott Drive and Wallace Blvd., said also being the northwestern corner of the herein described parcel; Thence, along Wallace Blvd. southern right-of-way, N 87° 13' 40" E for a distance of 725.55 feet to the beginning of a non-tangential curve, said point also being the western right-of-way of the railroad; Thence, leaving Wallace Blvd. right of way and along said railroad right of way, said curve turning to the right through an angle of 65° 21' 34", having a radius of 663.82 feet, and whose long chord bears S 20° 38' 47" W for a distance of 716.85 feet; Thence, continuing along said railroad right of way, S 53° 19' 33" W for a distance of 244.59 feet to a point on a line; Thence, leaving said railroad right of way and along a new zone line for the next 5 calls, N 28° 38' 28" W for a distance of 352.08 feet to a point on a line.; Thence, N 26° 00' 08" W for a distance of 124.12 feet to a point on a line; Thence, N 11° 26' 26" W for a distance of 186.92 feet to a point on a line; Thence, N 05° 52' 34" W for a distance of 95.11 feet to a point on a line; Thence N 03° 57' 46" W a distance of 83.63 feet to the point of beginning, said parcel containing 418,800 Square Feet or 9.61 Acres, more or less.

RESOLUTION 54-2019-20

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN CLARKSVILLE MONTGOMERY COUNTY 911 EMERGENCY COMMUNICATIONS DISTRICT AND THE CITY OF CLARKSVILLE (CLARKSVILLE POLICE DEPARTMENT AND CLARKSVILLE FIRE RESCUE)

*WHEREAS*, the City Council finds that the sharing of limited Personal Health Information between the Clarksville-Montgomery County Emergency Communications District and the City of Clarksville Police Department and the Clarksville Fire Rescue Department is in the best interests of the Law Enforcement Officers and First Responders who are on the front lines of the response to COVID-19 pandemic, and such information sharing is critical to protecting said City employees and as well as the general public;

*WHEREAS*, the City Council finds that the attached Interlocal Agreement (aka Memorandum of Understanding) sets forth the obligations and duties of the parties and should be adopted.

*NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLARKSVILLE, TENNESSEE:*

That the Clarksville City Council hereby approves an Interlocal Agreement, attached hereto as Exhibit A, with the Clarksville-Montgomery County Emergency Communications District and the City of Clarksville (Clarksville Police Department and Clarksville Fire Rescue).

*POSTPONED:* April 21, 2020 to May 7, 2020



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CLARKSVILLE-MONTGOMERY COUNTY 911 EMERGENCY  
COMMUNICATION DISTRICT AND THE CITY OF  
CLARKSVILLE (CLARKSVILLE POLICE DEPARTMENT AND  
FIRE RESCUE DEPARTMENT), TENNESSEE**

**I. INTRODUCTION**

1. This Memorandum of Understanding (**MOU**) is between the **Clarksville - Montgomery County 911 Emergency Communication District (ECD)** and the **City of Clarksville, Tennessee** (Clarksville Police Department, a law enforcement agency (**LEA**), and the Clarksville Fire Rescue Department (**CFR**), a fire prevention, containment, suppression and rescue agency), each located in Clarksville, Tennessee. The purpose of this MOU is to detail the limited purpose for which ECD is disclosing Protected Health Information (**PHI**) to LEA that ECD receives from the Tennessee Department of Commerce and Insurance - Tennessee Emergency Communications Board (**TECB**) via the Tennessee Department of Health (**Health**). Health is a Covered Entity subject to the Privacy and Security Rules (45 Code of Federal Regulations (**C.F.R.**) Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, as amended by the final rule modifying the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act (HITECH).
2. TECB assists emergency communications districts across the State in coordinating 911 services and implementing and maintaining 911 emergency services. TECB's mission is "Ensuring that every citizen can effectively access the life-saving power of 911."
3. ECD was created by Tennessee Code Annotated § 7-86-104 and serves Clarksville, Montgomery County, Tennessee by ensuring a system is in place in order to provide "911 Service" as defined by Tenn. Code Ann. § 7-86-103(1) to the people within the ECD's jurisdiction.
4. LEA is a law enforcement department employing Law Enforcement Officers, and CFR is a fire and rescue department employing First Responders, each located within the City of Clarksville, Montgomery County, Tennessee that provides law enforcement assistance and service, and fire prevention, suppression and rescue services, respectively to the citizens of Clarksville, Montgomery County, Tennessee or to persons within the LEA / CFR jurisdiction.

## **II. PURPOSE OF DISCLOSURES**

5. TECB acts as a clearinghouse by routing a list of names and addresses of individuals documented as having tested positive, or received treatment, for COVID-19 to the ECD. Such list is provided to TECB by Health during the pendency of the statewide state of emergency due to COVID-19. Health updates this list daily to the TECB and the TECB updates this list daily to ECD; after 30 days on the list, an individual's name and address will roll off of this list. Pursuant to this MOU and during the pendency of the statewide state of emergency due to COVID-19, ECD will provide this list daily to LEA.

6. The purpose of these disclosures is so that the LEA responders answering a call at a listed address may take extra precautions, such as the enhanced use of personal protective equipment (PPE). Health believes these disclosures are necessary to prevent or control the spread of COVID-19 and necessary to prevent or lessen a serious and imminent threat to LEA responders and to the public health, safety, and welfare of the citizens of Montgomery County. It is believed that, by making this information available to LEA, serious and imminent threat to the LEA responders will be prevented or lessened.

### **III. LEGAL AUTHORITY AND REASONS DISCLOSURES ARE PERMITTED**

7. The U.S. Department of Health and Human Services (**DHHS**) – Office for Civil Rights has issued guidelines (“COVID-19 and HIPAA: Disclosures to law enforcement, paramedics, other first responder and public health authorities.”) that discuss the release of confidential Protected Health Information (**PHI**) of individuals, normally protected by HIPAA Rules, to Law Enforcement Officials, Paramedics, and other First Responders in order to prevent or lessen a serious, imminent threat to the health and safety of individuals or the public generally. The U.S. DHHS has promulgated regulations to implement and enforce the provisions of the HIPAA statute. The following specific citations to the Code of Federal Regulations (**C.F.R.**) permit the release of certain HIPPA confidential PHI of individuals under specific circumstances, for specific purposes, to include threats to public health, safety and welfare. See 45 C.F.R. § 154.512(b)(1)(iv); and §164.512(j)(1) and (4); and §164.512(k)(5)(i).

#### **45 C.F.R. §164.512(b)(1)(iv).**

- (b) Standard: Uses and disclosures for public health activities -

- (1) Permitted uses and disclosures. A covered entity may use or disclose protected health information for the public health activities and purposes described in this paragraph to:

- (iv) A person who may have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading a disease or condition, if the covered entity or public health authority is authorized by law to notify such person as necessary in the conduct of a public health intervention or investigation;

**45 C.F.R. §164.512(j)(1) and (4).**

(j) Standard: Uses and disclosures to avert a serious threat to health or safety -

(1) Permitted disclosures. A covered entity may, consistent with applicable law and standards of ethical conduct; use or disclose protected health information, if the covered entity, in good faith, believes the use or disclosure:

(i)

(A) Is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public; and

(B) Is to a person or persons reasonably able to prevent or lessen the threat, including the target of the threat;

(4) Presumption of good faith belief. A covered entity that uses or discloses protected health information pursuant to paragraph (j)(1) of this section is presumed to have acted in good faith with regard to a belief described in

paragraph (j)(l)(i) or (ii) of this section, if the belief is based upon the covered entity's actual knowledge or in reliance on a credible representation by a person with apparent knowledge or authority.

**45 C.F.R. §164.512(k)(5)(i).**

(b) Standard: Uses and disclosures for specialized government functions.

(5) Correctional institutions and other law enforcement custodial situations.

(i) Permitted disclosures. A covered entity may disclose to ... a law enforcement official having lawful custody of an ... individual protected health information about such ... individual, if the ... law enforcement official represents that such protected health information is necessary for:

(A) The provision of health care to such individuals;

(B) The health and safety of such individual ...;

(C) The health and safety of the officers or employees of or others at the correctional institution;

(D) The health and safety of such individuals and officers or other persons responsible for the transporting of inmates or their transfer from one institution, facility, or setting to another;

(E) Law enforcement on the premises of the correctional institution; or

(F) The administration and maintenance of the safety, security, and good order of the correctional institution.

**IV. LEA RESPONSIBILITIES**

8. LEA may:

- Inform its officers of the names and addresses within their jurisdiction at which there is an individual documented as testing positive, or as receiving treatment, for COVID-19, so that those officers answering or providing LEA response at such a location may take extra precautions or use personal protective equipment.
- Generally, LEA may only notify the responding officer that some individual at a given address is on the list when the responding officer is answering a call at a listed address. LEA may disclose the name of a listed individual at that address only if the individual

named on the list is the subject of the call at the listed address.

- ECD, or the on scene LEO(s) that have received such information from the ECD and or LEA may inform any responding First Responder(s) at such a location that there is an individual documented as testing positive, or as receiving treatment, for COVID-19, so that those First Responders answering or providing emergency aid or rescue response at such a location may take extra precautions or use personal protective equipment.

9. LEA may not:

- Re-disclose the entire list to anyone;
- Re-disclose any information on the list, or summary or derivative thereof, to anyone other than other LEA and First Responder personnel;
- Use or disclose any information on the list for any purpose other than the purpose detailed in this MOU; or
- Retain any copy, or summary or derivative, of the list for more than 30 days.

10. LEA must

- Instruct officers answering a call at a location identified on the list to provide the same level of service as they would for a location not addressed on the list; while responding officers of the LEA may take additional precautions, including but not limited to enhanced use of personal protective equipment, they are instructed to provide the same level of service and responsiveness to all calls and may not discriminate against individuals or locations that appear on the list or any prior version of the list. If an LEA is not willing to make and maintain this commitment, it shall not receive information from the list;
- Keep the list confidential, and secure it accordingly, including, but not limited to:
- safeguarding paper copies of the list from easy view of anyone other than LEA; and
- storing electronic versions of the list on encrypted devices;
- Shred outdated lists, and delete any electronic copies thereof, upon receipt of an updated list from Health;
- Shred the list (and any copies), and delete any electronic copies thereof, thirty (30) days after the termination of the statewide state of emergency for COVID-19;

- Limit disclosures of the information provided to the purpose detailed in this MOU ;
- Inform ECD within three (3) days if information has been, or is suspected of having been, disclosed in a manner not authorized by this MOU, even if the disclosure was made by a party other than LEA;
- Inform ECD immediately if it is known or suspected that, aside from taking extra precautions, including but not limited to enhanced use of personal protective equipment, any LEA responder is not responding to calls at locations appearing on the list or previously on the list with the same level of service and responsiveness that they provide in response to other calls at locations not appearing on the list; and
- Make any and all arrangements necessary with the emergency service providers that may receive this information to protect and dispose of the information as required by this MOU.

12. Fire Rescue Agency may not:

- a. Receive the entire list, but may receive information from the list with regard to specific locations / individuals as provided above with regard to LEOs responding to calls; or
- b. Re-disclose any information on the list, or summary or derivative thereof, to anyone other than other LEA and First Responder personnel in response to a call; or
- c. Use or disclose any information on the list for any purpose other than the purpose detailed in this MOU; or
- d. Retain any copy, or summary or derivative, of any information from the list for more than 30 days.

13. Fire Rescue Agency shall:

- a. Instruct First Responders answering a call at a location identified on the list to provide the same level of service as they would for a location not addressed on the list; while First Responders may take additional precautions, including but not limited to enhanced use of personal protective equipment, they are instructed to provide the same level of service and responsiveness to all calls and may not discriminate against individuals or locations that appear on the list or any prior version of the list. If a First Responder is not willing to make and maintain this commitment, it shall not receive information from the list; and
- b. Limit disclosures of the information provided to the purpose detailed in this MOU; and
- c. Inform ECD within three (3) days if information has been, or is suspected of having been, disclosed in a manner not authorized by this MOU, even if the disclosure was made by a party other than a First Responder; and

- d. Inform ECD immediately if it is known or suspected that, aside from taking extra precautions, including but not limited to enhanced use of personal protective equipment, any First Responder is not responding to calls at locations appearing on the list or previously on the list with the same level of service and responsiveness that they provide in response to other calls at locations not appearing on the list; and
- e. Make any and all arrangements necessary with the emergency service providers that may receive this information to protect and dispose of the information as required by this MOU.

Agreed to and effective April \_\_\_\_\_, 2020.

**CLARKSVILLE-MONTGOMERY COUNTY 911  
EMERGENCY COMMUNICATION DISTRICT**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF CLARKSVILLE, TN**

\_\_\_\_\_  
By: Joe Pitts  
Title: Mayor

**CLARKSVILLE POLICE  
DEPARTMENT (LEA)**

\_\_\_\_\_  
By: Al Ansley  
Title: Chief of Police

**CLARKSVILLE FIRE RESCUE  
DEPARTMENT**

\_\_\_\_\_  
By: Freddy Montgomery  
Title: Fire Chief



RESOLUTION 59-2019-20

A RESOLUTION RATIFYING THE MAYOR'S APPOINTMENT OF THE CHIEF OF  
THE CLARKSVILLE FIRE DEPARTMENT

*BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLARKSVILLE,  
TENNESSEE:*

That the Clarksville City Council hereby ratifies the Mayor's appointment of David  
Crockarell as Chief of the Clarksville Police Department effective July 1, 2020.

*ADOPTED:*

RESOLUTION 62-2019-20

A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF STEPHANIE FOX  
AS DIRECTOR OF INTERNAL AUDIT

*BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLARKSVILLE, TENNESSEE:*

That, in accordance with the provisions of the Official Code of the City of Clarksville, Tennessee, Sec. 6-614, the Clarksville City Council hereby confirms the Mayor's appointment of Stephanie Fox as Director of Internal Audit effective May 8, 2020.

*ADOPTED:*

RESOLUTION 63-2019-20

A RESOLUTION APPROVING APPOINTMENTS TO THE BOARD OF EQUALIZATION

*BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLARKSVILLE, TENNESSEE:*

That the Clarksville City Council hereby approves the following board appointments:

Board of Equalization: Syd Hedrick, Richard Swift - May 2020 through April 2020

*ADOPTED:*